The Bombay Gazette.

No. 7,315.—New Series. BOMBAY :—MONDAY, AUGUST 23, 1869. Annual Subscription in Advance... ..Rupees Fifty-two.

THE BOMBAY GAZETTE.

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In the Native Languages, double the above.
Domestic Occurrences. Each—Rupee 1.

All Cheques, Money Orders, and other Remittances should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, & CALCUTTA.

THE British India Steam Navigation Company (Limited), under contract with Government, despatch steamers as above with mails, passengers, and cargo, every fourteen days.

The steam-ship Burmah, 1,025 Tons, 200 H. P., Commander Lewis, will be despatched on Tuesday, the 31st August, at noon.

	August.		September.
Leave	Bombay.....31	Leave	Negapatam 10
	Sept.		
„	Carwar 2	„	Pondicherry 11
„	Mangalore 3	„	Madras 13
„	Cannanore 4	„	Coconada 15
„	Calicut 4	„	Vizagapatam.....16
„	Beypore 4	„	Bimlipatam 16
„	Cochin 5	„	Gopalpore 17
„	Tuticorin 6	„	False Point 18
„	Colombo 7	Arrives	Calcutta 19
„	Galle 8		

This route is the most expeditious and economical for passengers for the Neilgherrie district, Bangalore, and Madras, who can land at Calicut for Beypore, and proceed from thence by rail.

Passengers for Calcutta can take the same route picking up the steamer at Madras.

No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF VIA KURRACHEE.

(Interchanging cargo and passengers at Bussorah, to and from Baghdat, with the Euphrates and Tigris Steam Navigation Company.)

THE British India Steam Navigation Company (Limited), under mail contract with Government, will despatch a steamer every 14 days to the Persian Gulf, touching at Kurrachee, Guadur, Muscat, Bunder Abbas, Linga, Bushire, Fao, and Bussorah.

Up.	Sept.	Down.	Sept.
Leave Bombay	4	Leave Bussorah	24
„ Kurrachee	8	„ Fao	28
„ Guadur	12	„ Bushire	30
„ Muscat	12	„ Linga	28
„ Bunder Abbas	14	„ Bunder Abbas	30
„ Linga	15		Oct.
„ Bahrein	16	„ Muscat	2
„ Bushire	18	„ Guadur	4
„ Fao	19	„ Kurrachee	6
Arrive Bussorah	20	Arrive Bussorah	9

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE

THE British India Steam Navigation Company (Limited), under mail contract with Government, and in connection with the weekly service from England, despatch a steamer to Kurrachee every Saturday at 4 P. M.

The steam-ship Kurrachee, 510 tons, 120 H. P., Commander A. Cottier, will be despatched on Saturday, the 28th instant, at 4 P.M.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM FERRIES (under contract with Government)—Steam Ferry Boats will ply across the Harbour daily, stopping at the undermentioned Bunders:—

Fares from Bombay to	Rewas.	Dhurumtur.	Butelers Island and Oorun.	Oolwa.
	Rs. A.	Rs. A.	Rs. A.	Rs. A.
First Class	2 0	3 0	2 0	3 0
Second Class	0 12	1 0	0 8	0 12
Third Class	0 6	0 8	0 4	0 9

The Dhurumtur Ferry leaves Carnac Bunder daily at 8 A.M., and Dhurumtur at 1 P.M.

The Oolwa Ferry leaves Carnac Bunder daily at 8-30 A.M., and Oolwa at 1 P.M.

Passengers are required to obtain Tickets from the Bunder Clerk previous to proceeding on board.

J. A. SHEPHERD.

Apollo Street, Bombay, 5th November 1867.

WEEKLY COMMUNICATION WITH ENGLAND.

On Tuesday, the 24th August, at 3 P.M., from Mazagon.

THE P. & O. Co.'s s. s. CARNATIC, 1,775 tons, and 400 H. P., Captain P. B. Jones, WILL LEAVE FOR SUEZ as above, carrying H.M.'s Mails, also Passengers and Cargo for that Port, Marseilles, Southampton, &c.

Cargo can also be booked through to Trieste, Venice, Genoa, Barcelona and Havre, Liverpool, or London.

No Cargo can be received on board after sunset on the day previous to sailing.

Parcels will be received at this Office until 11 A.M. on Monday, the 23rd instant.

Passengers are requested to send their heavy baggage to Mazagon before 10 A.M. on the day of the Steamer's departure, in order that it may be weighed and labelled previous to shipment.

A small Steamer will leave the new Dock Head at Mazagon for the convenience of Passengers at 3 P.M., precisely, on the day of sailing.

H. S. BOSTOCK, Actg. Superintendent.

P. & O. S. N. Co.'s Office, Rampart Row, Bombay, 18th August, 1869.

NOTICE.—Consignees of Cargo per ship PANDORA,

arrived from London, are requested to send off Boats alongside to take delivery of their respective Goods as they come to hand, failing which they will be landed by the Captain on account and risk of the concerned, and he will not be responsible for the condition of any package after the same has left the Ship's deck.

Cursetjee and Eduljee Durashes, For Captain Patching.

Bombay, 19th August, 1869.

NOTICE.—Consignees of Cargo per Barque NELLY, Captain J. Ogilvie,

arrived from Liverpool, are requested to despatch boats at once to take delivery of their respective Goods, otherwise the same will be landed by the Captain at the risk and expense of the concerned, and he will not be responsible for the condition of any package after the same has left the Ship's deck.

Freight must be paid and Bills of Lading sent for counter-signature to

Pelly & Co., Agents, Captain Ogilvie.

Bombay, 17th August, 1869.

NOTICES.

GENERAL BUSINESS HOUSE.

FRANCIS AZEVEDO,

No. 4, Bell Lane, Fort, Bombay,

Landing and Shipping, Law, Commission, Indent, Survey, Plans, Accounts, Correspondence, Engagement of Houses, Employments, Schedule of Insolvency, Arbitration, General Brokerage, Contract, Merchandise, &c., &c.

N. B.—Orders attended to promptly.

Sufficient security furnished.

Terms exceedingly moderate.

THE POONA HOTEL.

(Close to the Poona Boating Club.)

BY JEWANJEE & Co., PROPRIETORS OF BYCULLA HOTEL.

Jewanjee & Co. have the pleasure to intimate to the Gentry of Bombay and Poona that the above Hotel has now been OPENED, and is already being largely patronized.

The Hotel is pleasantly situated near the Bund, the Compound running down to the River's side. The Hotel is close to the Poona Boating Club's premises, and the crews practise in front of the Hotel. It is a spacious, commodious, new building, and has been fitted up in a style, regardless of expense, so that the comforts of Visitors may be ensured.

Poona, 1st July, 1869. JEWANJEE & Co.

REDUCTION OF RATES.

BYCULLA HOTEL, at the Junction of the Bellasis and Clare Roads, Byculla.

Jewanjee and Co., in thanking their numerous Patrons for their support, and soliciting a continuance of their favours, beg to state that they have REDUCED their CHARGES to FIVE RUPEES per DAY, till 15th September, 1869, for Travellers, Visitors, and Permanent Lodgers.

Under the present Management this Hotel is acknowledged to be the best in Bombay. It was built at great cost expressly for an Hotel, and fitted up and furnished in the most complete manner regardless of expense, so as to ensure the comfort of Visitors and Residents. It is well adapted both for Families and Gentlemen, and at the Reduced Rates will be found a pleasant and economical residence even for Gentlemen residing permanently in Bombay. It is pleasantly and conveniently situated, being within five minutes' drive of the principal Station of the G. I. P. Railway and B. B. & C. I. Railway, and at a short distance from the landing places of the Harbour.

The Dining Hall is the largest in Bombay, and the Sitting and Sleeping Rooms are replete with every convenience. The strictest regard is paid to cleanliness throughout the Establishment.

The Table is abundantly supplied with the very best Viands, and the Culinary Department is under the immediate supervision of the Proprietors.

The Wines, Spirits, and Beer are selected from the most celebrated Houses in London and the Continental Markets.

There are also several First Class Billiard Tables, and the Proprietors would commend their establishment to the notice both of Travellers and Residents.

Byculla Hotel, 2nd July, 1869.

SHIPPING.

OVERLAND FREIGHT ROUTE.

STEAM TO LIVERPOOL, LONDON, TRIESTE, MARSEILLES, BRINDISI, VENICE, NAPLES, LEGHORN, GENOA, BARCELONA, HAVRE, ADEN, AND SUEZ.

THE Bombay and Bengal Steam Ship Company, under arrangements with other first class lines of Steamers from Alexandria, undertake to give through Bills of Lading for Goods via Egypt to the above and most other Continental Ports.

A limited number of passengers can be accommodated.

Rates of Fare.

To Suez—1st class £40, 2nd class £25. } Exclusive
To Trieste—1st class £53, 2nd class £34. } of Wines.

Steamers will leave Bombay every four weeks.

For Freight or Passage apply to Messrs. Stephen, Kennard & Co., London; Messrs. Tod, Kennard & Co., Liverpool; Messrs. Tod, Rathborne & Co., Alexandria; Austrian Lloyd's Steam Navigation Company, Trieste and Venice; Messrs. Fraissinet Pere et Fils, Marseilles; and Messrs. R. Rubattino and Co., Genoa; or to the undersigned in Bombay.

The s. s. MAGDALA, 2,200 Tons, Captain Thomson, will be despatched on WEDNESDAY, the 15th September.

STEARNS, HOBART, & Co.

NEW ADVERTISEMENTS.

Will be Published early To-morrow Morning.

BOMBAY GAZETTE OVERLAND SUMMARY.

The Bombay Gazette Overland Summary, prepared for despatch by each Overland Mail for Europe, contains, in addition to all the News of the Week, a specially-written Market and Freight Report, and a well-digested Summary of Events.

Annual Subscription (in advance) Rs. 12
Single Copy..... Annas 4
"Bombay Gazette" Office, Medow Street, Fort.

FOR KURRACHEE AND BUSSORAH.

THE first classs screw Steamer DISCOUNT CANNING, 782 tons, 180 H. P., Captain Gottlieb, will be despatched as above on the 28th inst. For freight or passage apply to

Bell, Ventz, & Lucius, Agents.

5, Hornby Row, 23rd August, 1869.

STEAM COMMUNICATION WITH THE MALABAR COAST.

Steamers LORD CLYDE, GENERAL HAVELOCK, GENERAL OUTRAM, and TILLY.

ONE of the above Steamers will be despatched every week to and from the Malabar Coast, calling at the intermediate Ports on the following days:—

Down Steamers.		Up Steamers.	
Leave	Bombay—Saturday.	Leave	Cochin—Sunday.
„	Rutnagherry—Sunday.	„	Beypore—Monday.
„	Malwan „	„	Calicut „
„	Vingorla „	„	Tellicherry—Tuesday.
„	Cannadore „	„	Cannanore „
„	Carwar „	„	Mangalore—Wednesday
„	Compta „	„	Coompta—Thursday.
„	Mangalore—Tuesday.	„	Carwar „
„	Cannanore—Wednesday.	„	Goa „
„	Tellicherry „	„	Vingorla—Friday.
„	Calicut „	„	Malwan „
„	Beypore „	„	Rutnagherry—Saturday.
Arrive	Cochin—Thursday.	Arrive	Bombay—Sunday.

The Steamer GENERAL HAVELOCK, Captain Robinson, will be despatched according to the above table on SATURDAY, the 28th instant. For freight and passage apply to

Nowrojee Bhicajee, Manager.

No. 6, Borah Bazaar Street, 23rd August, 1869.

NOTICE.—THE ALBERT LIFE ASSURANCE COMPANY

having SUSPENDED PAYMENT in accordance with a Telegram received from Head Office, London, PREMIA payable at this Branch will still CONTINUE to be RECEIVED by the undersigned, on behalf of the Provisional Liquidator authorized by the Court of Chancery to receive the same, but such Premia will be returned on 1st January 1870 should re-construction or arrangements with another Company be not carried out.

By order of Directors,
D. McL. SLATER, Secretary.
Bombay, 19th August, 1869. For Provisional Liquidator.

THE COORLA SPINNING and WEAVING COMPANY (Limited).—NOTICE

is hereby given, that an ORDINARY GENERAL MEETING of the Shareholders of the Coorla Spinning and Weaving Company (Limited) will be held at the Registered Office of the Company, No. 14 Apollo Street, Fort, on TUESDAY, the 7th September, 1869, at 2 P.M., for the following business:—

I. To receive the Directors' Report and audited Balance Sheet of the Company for the half year ending 30th June, 1869.

II. To elect four Directors to fill up vacancies.

*** The TRANSFER BOOKS of the Company will be CLOSED from 25th August to 7th September, 1869, both days inclusive.

And NOTICE is hereby further given, that at the above said place and day, at half past 2 P.M., an EXTRAORDINARY GENERAL MEETING of the Shareholders will be held, when the following Resolutions will be proposed:—

I.—That the present Company be wound up voluntarily.

II.—That a Liquidator or Liquidators be appointed, and his or their remuneration fixed.

III.—That the Liquidator or Liquidators be authorised to transfer and sell the lands, houses, hereditaments, and immoveable property, furniture, effects, assets, rights, business, and goodwill of the Coorla Spinning and Weaving Company, Limited, to a new Company, to be formed and called The Dhurrumsey Spinning and Weaving Company, Limited, and to receive in compensation for such transfer and sale 300 fully paid-up shares of the nominal value of Rs. 2,-00 each, in such last mentioned Company, such Company undertaking to pay and discharge the debts and liabilities of the Coorla Spinning and Weaving Company, Limited, and to carry out and perform the agreements, contracts, and obligations of the said Coorla Spinning and Weaving Company, Limited.

By order of the Board of Directors,
Cassumbhoy Dhurrumsey,
Secretary, Treasurer, and Agent.

Bombay, 19th August, 1869.

N.B.—The Secretary, Treasurer, and Agent will be happy to give every information to Shareholders respecting the proposed arrangement between the two Companies, if they will call at the Company's Office.

NOTICE TO SHIPMASTERS—FLOUR.

FLOUR—A parcel of fresh sweet AMERICAN FLOUR in barrels just received ex Ice Ship Bennington, FOR SALE at the undersigned. Terms moderate.

Dossabhoy Merwanjee & Co.

No. 7, Parsee Bazaar Street.

FOR SALE, a BILLIARD TABLE, by

Burroughs and Watts, in good order, Lamps, Cues, &c., and Fittings complete; also a new cloth.—For particulars apply to the Mess Sergeant, Officers' Mess, Royal Welsh Fusiliers, Colaba.

IMPORTANT TO SMOKERS.

MEERSCHAUM PIPES AND CIGAR-HOLDERS,

PLAIN AND CARVED,

Just Received, a fresh batch of

TRICHINOPOLY CHEROOTS,

Made expressly for Mr. J. NEUBERG.

PONDICHERRY

"LONG COMMON" CHEROOTS,
"INDIANA" CIGARS,

Made under the superintendence of the principal supplier at Pondicherry for J. NEUBERG.

MANILLA CIGARS, No. 2.

Just to hand—Rs. 45 per 1,000.

HAVANNA CIGARS.

At greatly Reduced Prices to clear old Stock.

TOBACCO.

Thos. Bear's Smoking Mixture.
Do. Imperial Tobacco.
Do. Latakia.
Do. Cut Cavendish.
HONEY DEW CAVENDISH in Sticks.

J. NEUBERG.

CLEARING STOCK OF

FANCY GOODS, GLASS WARE, WALL PAPER, and TOYS, at Half Price for Cash, will last only till the end of this month.

6, Hummum Street, Fort. J. NEUBERG.

NOTICES.

PICKLES, SAUCES, JAMS, &c., FREE FROM ADULTERATION,

MANUFACTURED BY

CROSSE AND BLACKWELL,

Purveyors to the Queen,
SOHO SQUARE, LONDON.

CROSSE & BLACKWELL'S

well known Manufactures are obtainable from every respectable Provision Dealer in the World.

Purchasers should see that they are supplied with C. and B.'s genuine goods, and that inferior articles are not substituted for them.

To insure thorough wholesomeness, their Pickles are all prepared in Pure Malt Vinegar, boiled in Oak Vats, by means of Platinum Steam Coils; and are precisely similar in quality to those supplied by them for use at

HER MAJESTY'S TABLE.

C. and B. are Agents for Lea and Perrins' Celebrated Worcestershire Sauce, and are Manufacturers of every description of Oilmen's Stores of the highest quality.

ELEY'S AMMUNITION.

THE BOXER CARTRIDGES

For Snider-Enfield of 577 bore, and for the Henry, and Martini-Henry Rifles of 450 bore, adopted by Her Majesty's War Department, also of 500 bore for Military Rifles.

WATERPROOF CENTRAL-FIRE METALLIC CARTRIDGES with enlarged Base for small Bores, adopted by foreign governments for converted-Chassepot, Berdan, Remington, and other Rifles; also Cartridges for Ballard, the Spencer, and American Henry Repeating Rifles.

The "ELEY BOXER" are the cheapest Cartridges known, carrying their own ignition, and being made wholly of metal, are waterproof and imperishable in any climate.

The above Cartridge cases (empty) of all sizes, and for the different systems of Breech-loading Rifles, can be had with of without the suitable Bullets and Machines for finishing the Cartridges.

BOXER CARTRIDGES of 450 bore for Revolving Pistols, used in Her Majesty's Navy.

COPPER RIM-FIRE CARTRIDGES of all sizes, for Smith & Wesson's, Tranter's, and other Pocket Revolvers.

PIN-CARTRIDGES for Lefaucheux Revolvers of 12-m/. 9-m/. and 7-m/. bore.

CENTRAL-FIRE and PIN-FIRE CARTRIDGES for all sizes and systems of Guns, Rifles, and Revolvers.

Double Waterproof and E. B. Caps, Patent Wire Cartridges, Felt Gun Waddings for Breech and Muzzle Loaders, and every description of Sporting and Military Ammunition.

ELEY BROTHERS,
GRAY'S INN ROAD, LONDON.
WHOLESALE ONLY.

NOTICES.

EUROPEAN ASSURANCE SOCIETY.—SPECIAL NOTICE.—The above Society issues Policies of Assurance on the lives of Naval and Military Officers, when not at sea nor engaged in active service, at the same rates of premium as are charged to Civilians.

MESSRS. M. B. COHEN & Co., Shipping and General Commission Agents, No. 8, Meadow Street, ntrance Bell Lane. M. B. COHEN & Co.

20th January 1869.

N. B.—Orders from Up-country promptly attended to.

NOTICE.—ALL PERSONS having any CLAIMS on the ESTATE of the late Captain B. J. BONNOR, R.A., are requested to send them to me for adjustment without delay. H. L. ELLABY, Captain R. A.,

President of Committee of Adjustment.

Deolalee, 19th August, 1869.

NOTICE.—All persons INDEBTED to, or having CLAIMS against, the Estate of the late Rev. MAURICE W. HIME, B.A., Chaplain of Jhansie, are requested to communicate with the President of the Committee of Adjustment within one month from this date.

J. B. HARDY, Major, Royal Artillery,
President Committee of Adjustment.

Jhansie, 15th August, 1869.

NOTICE.—The GOVERNMENT FOREST RIGHTS in all Mahalkie Nos. of the Cullian Talooka will be submitted to SALE by PUBLIC AUCTION, at Cullian, on MONDAY, the 27th September, 1869, at 2-30 P.M.

The Wood to be sold comprises Teak Rafters, &c., and offers inducements to dealers in firewood.

Particulars as to the average amount of Wood, &c., for sale can be had on application at the Collector's Office, Tanna.

J. W. ROBERTSON,
Acting Collector.

Tanna Collector's Office, 5th August, 1869.

SALE of LAND at CARWAR.—NOTICE is hereby given, that EIGHT BUILDING SITES, each measuring 80 feet by 80 feet, situated in the plot of ground known as "The Ten Acres," in the Town of Carwar, will be sold by Public Auction at the Collector's Cutchery at Carwar, on WEDNESDAY, the 1st of September next.

The terms and conditions of sale, as also plan of the ground, may be seen at the Superintendent's Office, Carwar.

F. SHEPPARD,
Acting Collector Canara, and President Carwar Municipality.

Carwar, 16th August, 1869.

NEW BANK OF BOMBAY (Limited).—NOTICE is hereby given, that the ADJOURNED SECOND ORDINARY MEETING of the Proprietors will be held at the Office of the Bank, Elphinstone Circle, Bombay, on WEDNESDAY, the 1st day of September, at 3 o'clock in the afternoon, for the following objects:—

1. To determine how the shares of the Reserved Issue, which have not been taken up by the Shareholders of the Old Bank of Bombay shall be dealt with.

2. To approve the election of Henry Forman, Esquire, and E. D. Sassoon, Esquire, as Directors of the Bank.

By order of the Board of Directors,
M. BALFOUR,
Bombay, 12th August, 1869. Secretary and Treasurer.

GREAT INDIAN PENINSULA RAILWAY.—To BUILDING CONTRACTORS.—TENDERS are invited for the CONSTRUCTION of all the works of BRICK-WORK, Masonry, Timber and Ironwork, &c., in the Sowda and Ravere Stations, between Bhoosawal and Boorunpoor. The plans, specification, bills of quantities, and contract can be inspected at the Chief Engineer's Office at Bhoosawal, on and after the 25th current. Tenders must be submitted to the Agent's Office on 25th August next. The Agent does not bind himself to accept the lowest or any tender. H. P. LE MESURIER,

Acting Agent.

Company's Offices, Elphinstone Circle,
Bombay, 24th July, 1869.

NOTICE—ALLIANCE SPINNING COMPANY (Limited).—The TENTH ORDINARY GENERAL MEETING of the Shareholders of this Company will be held at the Office of Messrs. Ghellabhoy Heerjee & Co. (Agents), No. 1 Church Street, Bombay, on THURSDAY, the 26th day of August, 1869, at 11 A.M., to transact the following business, viz:—

To receive the Directors' Report and the Auditors' Balance Sheet made up to 30th June, 1869.

To declare a Dividend for the last half year ending 30th June, 1869.

To appoint Agent or Agents in room of Messrs. Ghellabhoy Heerjee & Co. resigned.

By order of the Board of Directors,
SHAVAKSHA DHUNJEEBHOY, Secretary.

N.B.—The TRANSFER BOOKS will be CLOSED from the 20th instant, to the day of the Meeting, both days inclusive.

Bombay, 11th August, 1869.

MAZAGON LAND and RECLAMATION COMPANY (Limited).—NOTICE is hereby given, that the FOURTH ORDINARY ANNUAL GENERAL MEETING of the Shareholders will be held at the Registered Office of the Company, in Elphinstone Circle, on MONDAY, the 30th day of August, instant, at 12 o'clock noon, for the following purposes:—

To receive Accounts to 30th June, 1869.

To receive Directors' Report.

To elect Directors for the ensuing year.

To elect Auditors for ensuing year, and to fix their remuneration.

The TRANSFER BOOKS of the Company will be closed from the 20th to the 30th August, instant, both days inclusive.

By order of the Directors.
RITCHIE, STEUART, & Co.,
Secretaries & Treasurers.

Elphinstone Circle, Bombay, 9th August, 1869.

NOTICE.—PORT CANNING LAND, INVESTMENT, RECLAMATION and DOCK COMPANY (Limited).—At a Meeting of Directors, held on the 31st July 1869, it was resolved that in terms of clause 8 of the Articles of Association a CALL of Rs. 10 per share be made payable on the 1st day of September next at Calcutta and Bombay.

In conformity with the foregoing Resolution, Notice is hereby given, that a CALL of RUPEES ONE HUNDRED PER SHARE is made. Shareholders on the Calcutta Register are to pay the amount of the said Call on their respective shares into the National Bank of India, Limited, at Calcutta, on the 1st day of September next, and Shareholders on the Bombay Register are to pay the amount of the said Call on their respective shares into the Union Bank of Bombay on the same day.

The Bank's Receipt should be presented at the Registered Offices in Calcutta and Bombay respectively, with the Share Certificates, for the enfacement thereon, of the payment of the Call.

ROSE & Co.,
Calcutta, 31st July, 1869. Secretaries and Treasurers.

NOTICE is hereby given, that the ORDINARY GENERAL MEETING of the COLABA PRESS COMPANY (Limited) will be held, at the Registered Office of the Company, in Elphinstone Circle, on FRIDAY, the 27th day of August, 1869, at 3 o'clock P.M., to transact the following business:—

1st. To receive the Directors' Report and Statement of Accounts to 30th June, 1869, and to sanction the declaration of a Dividend.

2nd. To appoint two Directors in the place of those who retire by rotation.

3rd. To appoint an Auditor for the ensuing year and to fix his remuneration; and to consider any other business that may be brought before the Meeting.

By order of the Board of Directors,
For the London, Asiatic, and American Company (Limited),
CHARLES E. BENN, Joint Manager.
Secretaries.

P. S.—The TRANSFER BOOKS will be CLOSED from this date to 31st instant.

TENDERS will be received by the Superintendent of Marine up to THURSDAY, the 26th instant, at 1 o'clock P.M., from parties wishing to SUPPLY a STEAMER, not under 700 tons, for three months certain, or such further period as she may be required, for the purpose of assisting in carrying out the relief of Troops this season. Tenders should specify the rate per ton per month.

2. Ventilation to be laid and such Cabins, Fittings, &c., removed from the 'tween decks (as may be recommended by the Committee of Survey) and afterwards replaced solely at the expense of the owners.

3. Fittings, Coal, Water, and Provisions for the Troops will be provided by Government, but such Water Casks and Tanks as may belong to the Vessel should be made available for the reception of Water for the Troops, and the Tenders should specify to what extent this accommodation can be afforded.

4. The Vessel accepted will require to be docked, ballasted, and ready for final survey by the 18th proximo.

5. The Agent for Transports will also furnish any further necessary information for parties tendering.

6. The Superintendent of Marine reserves to himself the right of declining any Tender without assigning cause for so doing.

By order of the Superintendent of Marine,
GEORGE INGLE, Secretary.
Superintendent's Office, Bombay, 19th August, 1869.

NOTICE.—SEALED TENDERS will be received up to 1 o'clock P.M., of MONDAY the 6th September next, for the supply of PROVISIONS, MARINE STORES, &c., to the Departments of the HARBOUR and PILOTAGE BOARD.

Tenders to be superscribed "Tenders for Provisions, &c."

Tenders will not be received after the hour named.

Tenders must be accompanied by a deposit of 10 per cent. in cash on the quantity tendered. A further deposit of 20 per cent. will be required on the Tender being accepted.

Provisions, Stores, &c., will be required to be delivered at the Lighthouse, Signal Station, Master Attendant's Office, or as directed.

Provisions, Stores, &c., will have to be supplied in instalments, as required by the Indenting Officers.

Estimated schedule of articles and quantities can be seen on application at the office of the undersigned; but the Board will take only such quantities as they may require.

Forms of Tenders and other information can be obtained at the office of the undersigned on application.

The Board do not bind themselves to accept the lowest or any Tender.

Nor reason will be assigned for the rejection of any Tender.

Separate Tenders will also be received up to the above date for the supply of Coal on similar conditions. Tenders should be superscribed "Tenders for Coal."

SAMUEL A. GLIDDON,
Acting Secretary.
Harbour and Pilotage Board, Bombay, 19th August, 1869.

MR. THOMAS EDWARD DE CRUZ, LAW STATIONER,

Begs to inform the Gentlemen of the legal profession that he has OPENED a LAW STATIONER'S OFFICE in Bombay Green, opposite the New Bank of Bombay.

All descriptions of Writing work undertaken, on highly favourable terms, and the system on which he has made arrangements to execute all work entrusted to him, will not fail to ensure thorough and general satisfaction, either as regards neatness, correctness, expedition, or style of Calligraphy, which last will assimilate as closely as possible to that adopted by Law Stationer's in England.

Office, Bombay Green, opposite the New Bank of Bombay.

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All descriptions of COMMISSION AGENCY BUSINESS undertaken on highly favourable terms, such as shipping, landing, clearing, purchasing, selling, and forwarding goods, &c., &c., giving strangers and travellers all possible information in regard to the country, the prices of articles, and securing house accommodation. The field embraced by the Agency is a diversified one.

Up-country orders accompanied with a remittance or reference in Bombay promptly attended to.

Full particulars can be ascertained on application to the office.

Office, Bombay Green, opposite the New Bank of Bombay.

REGISTRY OFFICE FOR DOMESTIC SERVANTS.

DOMESTIC SERVANTS, of all sorts and grades, will be SUPPLIED at the shortest notice.

Satisfactory and efficient arrangements have been made to secure the confidence of the public in every respect.

THOMAS EDWARD DE CRUZ,
Registrar of Domestic Servants.

Office, Bombay Green, opposite the New Bank of Bombay.

NOTICE.—The undersigned have this day commenced business here as SAIL MAKERS, Ship Riggers, Ship Carpenters, Caulkers, Painters, Boat Builders, Repairers, and General Contractors.

They will also undertake to supply Batta Lascars, Carpenters, Sailmakers, Riggers, Caulkers, Painters, &c., for jobbing work.

Full particulars can be ascertained on application to their office. DE CRUZ, DE SILVA, & Co.,
General Contractors.

Office, Bombay Green, opposite the New Bank of Bombay.

WINES, SPIRITS, BEER, &c.

CUTLER, PALMER, & Co., WINE MERCHANTS TO HER MAJESTY THE QUEEN AND HIS ROYAL HIGHNESS THE PRINCE OF WALES.

DEAN LANE—BOMBAY.

Established in Bombay in the Year 1842, and in London and Bordeaux 1815.

LONDON HOUSES	Wholesale and for Export only—Tower Bonded Vaults, Retail—Charing Cross Railway Arches.
BORDEAUX HOUSE	Wholesale and for Export—Place du Champ de Mars.

REPRESENTATIVES IN

China,	Colombo,	New Zealand,	
Calcutta,	Kurrachee,	Manilla,	
Madras,	New York,	New Orleans.	

WE respectfully solicit a continuance of the commands of MESSES, GENERAL MERCHANTS, and EUROPEAN RESIDENTS of WESTERN INDIA, to whom, from the extensive nature of our business, we can offer better terms and better value than any other House in Bombay.

Being IMPORTERS on the LONDON and BORDEAUX Markets, we are, of necessity, in the most favourable position to supply the public with genuine Wines and Spirits on favourable terms, and from our experience, derived from over FIFTY YEARS' trading in them, we confidently assert our ability to please all tastes, and we solicit comparison with competitors' Brands at our quotations.

We subjoin our LIST OF SELECTED WINES for this market, and beg to intimate—

1st. That we cannot execute orders for less than 1 dozen quarts, or 2 dozen pints of either one of them, Liqueurs excepted: these in not less quantities than ½ dozen pints or quarts.

2nd. That our Wines and Spirits are procurable from every respectable General Shopkeeper in Bombay and at Out-stations; they, however, fix their own selling prices for them.

3rd. That our quotations are for delivery from our Godowns, where full examination of all Still Wines prior to delivery is allowed, but we do not take the risk of subsequent breakage.

4th. That our advertised quotations for all Sparkling Wines do not provide for the rejection of ullaged or broken bottles likely to be found in Cases, on arrival, after a long sea voyage. We guarantee each Case to contain its full complement of sound Bottles at time of shipment, but cannot guarantee loss arising from atmospheric or climatic influences; we take this risk by adding Rs. 4 per dozen quarts, and Rs. 2½ per dozen pints to our quotations.

Our Sparkling Wines are not to be equalled at our quotations; we invite comparison.

CLARETS.

(Our own Brand and Shipping.)

	Qts. per doz.	Pts. per doz.
A 1—Chateau Latour or Mouton. Gold Capsule, Labelled & Branded	Rs. 30 0	Rs. 16 0
Chateau Rauzan, Black capsule, ...	„ 25 0	„ 14 0
Chateau Leoville, Blue capsule, ...	„ 22 0	„ 12 0
Chateau Palmer, Blue capsule, ...	„ 22 0	„ —
Chateau Larose, Yellow capsule, ...	„ 18 8	„ 10 8
St. Julien, Green capsule, ...	„ 17 0	„ 10 0
Medoc, Red capsule	„ 15 8	„ 9 0
Medoc, White capsule	„ 13 8	„ —
Sauterne, Red capsule, ...	„ 22 0	„ —

BURGUNDIES—RED AND WHITE.

(Very Choice—Our own Brand and Shipping.)

Chambertin, Labelled and Branded	Rs. 32 0	Rs. 17 0
Nuits, ditto	„ 26 0	„ —
Macon, ditto	„ 21 0	„ —
Chablis, ditto	„ 22 0	„ —

CHAMPAGNES.

The finest DRY CHAMPAGNES that can be shipped.

(Our own Brand and Shipping.)

Magnums, Finest Dry.....	Labelled.....	Rs. 74 0
Finest Dry Sparkling, Gold Foil, ...	„	„ 36 0 Rs. 19 8
Fine Sparkling, Silver Foil	„	„ 32 0 „ 17 8
Good Sparkling, Silver Foil	„	„ 27 0 „ 14 8
for Ball purposes }		

GERMAN WINES.

(Our own Brand and Shipping.)

Nonpareil Sparkling Hock and Moselle, Gold foil, Labelled and Branded	Rs. 36	to 19 8
Sparkling Hock and Moselle, Silver foil.....	„ 32	„ 17 —
Moselle, Still, Marcobrunner.....	„ 34	„ —
„ „ Braunberger.....	„ 35	„ —
Hock, „ Johannisberger.....	„ 42	„ —
„ „ Forster Traminer	„ 34	„ —
„ „ Rudesheimer	„ 26	„ —
„ „ Hochheimer	„ 23	„ —

SHERRIES.

Specially selected for tropical consumption.

Amontillado, very choice and superior.....	Rs. 32 0	
Amoroso, very choice, full flavored, soft, pale.....	„ 28 0	
Sherry, Green seal, full bodied, light gold colour, nutty and dry	„ 22 0	
do. Blue seal, very pale and dry and delicate	„ 22 0	
do. Brown seal, pale dry and delicate	„ 22 0	
do. Yellow seal, pale and dry, an excellent Dinner Wine	„ 18 8	
do. White seal, ordinary Dinner Wine.....	„ 15 0	
Marsala, Virgin Pale	„ 15 8	
Madeira, East India (one voyage) very choice	„ 33 0	

PORTS.

(Our own Brand.)

	Qts.	Pts.
A 1 Gold seal, an Invalid's Wine, full and fruity. Trade mark	Rs. 30 0	—
Black seal, a Dessert Wine—mature	„ 24 8	14 0
Red seal—a good quality Wine	„ 18 0	—

SPIRITS.

The undermentioned Spirits of our own Shipping and Brand are protected by Patent Trade Mark Capsules and Labels. These Labels were in shape (Heart shape) originated by us in 1842, and have since been continuously affixed to all Bottles containing our well-known Cognacs. Some of our competitors have recently introduced totally distinct quality Cognacs with same shaped Labels and distinguishing Seals. Healthy competition we invite, but fra

MILITARY.

ARRIVALS.—AUGUST 21.

Hamilton, Ensign, 104th Bengal Fusiliers, on leave, from England.
Stewart, Captain, 37th Regiment, on leave, from England.
Warden, Major, Brigade Major, on leave, from Poona.
Greenfell, Ensign, 60th Rifles, on leave, from England.

POONA BRIGADE ORDERS.

By Brigadier General R. Pratt, C.B., Commanding Poona Brigade.

Poona, 19th August, 1869.

The undermentioned Officer has obtained leave of absence :—
Lieutenant Colonel Ashburner, general duty, for 10 days, from date of departure, on station leave.

The unexpired portion of the leave granted to Captains Powys and French, 30th Regiment, viz from the 18th to the 25th instant, is cancelled at these officers' requests.

ARMY GENERAL ORDERS.

By His Excellency the Commander-in-Chief.

Poona, 20th August, 1869.

The Commander-in-Chief is pleased to make the following appointment :—

Surgeon R. C. Thorp, M.D., Acting Civil Surgeon, Ahmednuggur, to have medical charge of the Lock Hospital at that station in addition to his other duties.

His Royal Highness the Field Marshal Commanding-in-Chief has approved of the officers named below being permitted to exchange to the battalion specified against their names.

24th Foot.—Lieutenant Mostyn to 1st Battalion.
24th Foot.—Lieutenant Harvey to 2nd Battalion.

Lieutenant Mostyn will proceed forthwith to join his battalion at Malta at the public expense.

The pension awarded to Private Goolnoor Khan, 27th Regiment N. I., in G. O. C. No. 635, of 17th June last, is chargeable to the imperial funds.

SHIPPING.

DAILY FREIGHT REPORT—20TH AUGUST.

London	Cotton	£1 12s. 0d. to £1 12 6 Nom. p. ton
	Cases	£1 15s. 0d. to £2 0s. 0d. ,,
	Seeds	£1 2s. 6d. to £1 5s. 0d. ,,
Liverpool	Iron Shins Cotton	£1 7s. 6d. to £1 10s. 0d. ,,
	Wooden Ships	£1 10s. 0d. to £1 15s. 0d. ,,
	Myrabolns & Coir bills	£0 18s. 0d. to £0 12s. 6d.
	Seeds	£0 17s. 6d. to £1 0s. 0d.
Havre	Cotton	£2 0s. 0d. Nominal.
Overland	Coffee	Nominal
	Steamers	£3 15s. 0d. to £4 0s. 0d.
China	Steamer Cotton	Rs. 10 per bale.
	Opium	Rs. 25 to 30 per chest.
Calcutta	Sailing Ships	Nominal
	Sails	Rs. 2 8 0 to 2 12 0 per ton.
Calcutta to Bombay		Rs. 13 to 14 and Calcutta Port Charges
Mauritius		8 annas per bag nominal.

ARRIVAL.

Aug.	Vessel.	Commander.	From.
21	Mary Mildred	Hanna	Zanzibar, August 6.

DEPARTURES.

Aug.	Vessel.	Commander.	Destination.
21	Thoonderoga	Holland	Calcutta via Madras.
	Euphrates	Sharp	Persian Gulf via Kurrachee.

CALCUTTA.

ARRIVAL.

Aug. 17 Fattle Currim ..... Nacoda ..... Jedda, June 13.

DEPARTURES.

Aug. 16 Surat (s) ..... —— ..... ——
Benmuir's Castle ..... —— ..... ——
Omar Pasha ..... —— ..... ——
Vicar of Bray ..... —— ..... ——
Eyrian ..... —— ..... ——
17 China (s) ..... —— ..... ——
Winged Hunter ..... —— ..... ——

MADRAS.

ARRIVALS.

Aug. 13 Mongolia (s) ..... Castle ..... Suez.
14 Eden ..... Gietincux ..... Mauritius.
15 Himalaya (s) ..... Atkinson ..... Bombay.

DEPARTURES.

Aug. 14 Mongolia (s) ..... Castle ..... Calcutta.
Punjaub ..... —— ..... Rangoon.
15 Bordelais ..... —— ..... Coconada.

MR. A. MENIST,
OCULIST OPTICIAN,
FROM AMSTERDAM AND LONDON,
ADELPHI HOTEL, BYCULLA,

RESPECTFULLY announces his arrival in Bombay; and begs to introduce his Newly Invented Spectacles, which are peculiarly adapted to the Indian climate.

TESTIMONIALS.

FROM NUSSERWANJEE MANOCKJEE WADIA, Esq.

I have much pleasure in testifying that Mr. A. Menist has supplied me with Spectacles which I have found to suit me much better than any I have hitherto been able to obtain.
Bombay, 31st July, 1869. N. M. WADIA.

FROM SORABJEE JAMSETJEE JEEJEEBHOY, Esq.

A. Menist, Esq., Optist,
Adelphi Family Hotel, Byculla.

DEAR SIR,—It gives me great pleasure to add my testimony to the thousands you have already acquired from the best of judges of the profession which you represent for introducing Glasses upon an improved principle for the use of persons of impaired sight.

My good wife was suffering from this complaint, and the worst of it was she could not procure a single pair of Spectacles to suit her eyes. She tried many, but after the use of them for a few moments they were rejected, as they instead of remedying the evil made it the more worse. Fortunately for me I formed your acquaintance and introduced you to Mrs. Sorabjee. The pair of Spectacles you gave her have suited her so comfortably, that since she has commenced wearing them she has become so much enamoured with them that she scarcely desires to put them aside for a single moment. I therefore, without the least hesitation would proclaim to the sufferers from defective sight, &c., &c., "to apply at once to Mr. Menist, Optician, Adelphi Family Hotel, Byculla, if they are inclined to have their sight improved."

Wishing you every success in your profession in this strange land,—Believe me to be, yours very faithfully,
SORABJEE JAMSETJEE JEEJEEBHOY.

Breach Candy Road, 22nd May, 1869.

DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BOMBAY.

DEATH.

FELLOWS—August 22nd, at the residence of Mr. W. Pym, Annette, wife of W. B. Fellows, Esq., aged 50 years.

MADRAS.

BIRTHS.

AINSLIE—August 12, at Bellary, the wife of Captain E. C. Ainslie, 30th Royal Rifles, of a son.

TAYLOR—August 14th, at Harrington's Road, Chetput, the wife of Lieutenant R. F. Taylor, of a son.

NORTH-WEST PROVINCES, &c.

BIRTHS.

BELL—August 15th, at Lucknow, the wife of Lieutenant J. L. Bell, Royal Artillery, of daughter.

DEATHS.

BRAY—August 14th, at Barrackpore, the infant child of Lieutenant J. Bray, Barrack Master.

BOULTON—August 15th, at Agra, Kathleen Mary, the beloved child of Assistant Surgeon Boulton, Royal Artillery, aged 4 months and 15 days.

NOTICE.

All CHEQUES, MONEY ORDERS, and other Remittances sent to this office, should be made payable to the "Proprietor of the *Bombay Gazette*."
Bombay Gazette Office, Bombay.

The Bombay Gazette

MONDAY, AUGUST 23, 1869

THE despatch of the Secretary of State on the railway extension projects submitted by the Supreme Government will be read with some shade of disappointment in Bombay. The Duke of Argyll is not a Lord Dalhousie, he has never had any training similar to that of the great Governor-General, and, the Bengal interest being strong at home, he has, of course, succumbed more or less to its influence. Eminently, as his political opponents admit, a man of sincere convictions, we have no doubt of the rectitude of his intentions nor of the care he has taken to arrive at just conclusions. But he has apparently been overborne by the weight of his Council, and has deferred to the views entertained in Beugal. We are aware that Bengal considers itself India and regards Bombay as scarcely much more than an outlying province. But when even the Viceroy in Council sees the imperial importance of certain works one might have expected that the Secretary of State would have set a higher value on their opinion than upon that of the Council at home. The contemptuous manner in which direct railway communication between the port through which nearly the whole European military force of the Empire passes and the North West, is dismissed in favour of roundabout lines, is not creditable to the sagacity or independent judgment of the Duke of Argyll. The Viceroy in Council not only considers it important that a direct line should be made by one or other of the rival routes, but they think that it ought to be one of the first projects undertaken. While sanctioning the lines which, although they stretch into Jeypore and reach the Sambur Lake, and connect Ajmere both with Agra and Delhi, yet properly belong to the Ganges system of communications, the Secretary of State lays it down that if a railroad be made from Ajmere via Neemuch to Indore (and, of course, Khundwa) the construction of a trunk line from Delhi to Bombay may be deferred. Obviously the Duke considers that roundabout communications between the interior of India and her largest and best port will be all-sufficient for many years, since he not only dismisses cavalierly the direct route to Delhi, but in his budget speech he recommends the completion of the Indus line on the ground that it will place the provinces of the Punjab in communication with the port of Bombay. Take any route to Bombay but the straight one, is the doctrine of his Grace.

We will not treat this curious decision as springing from any set desire to overlook or ignore the advantages of this port. We consider it the result of defective insight and foresight; of the Bengal feeling which sees little beyond the Vindyha mountains, and looks on one part of the map of India with a magnifying glass, and on the other with the glass reversed. Yet, one would have thought that the bare military instincts of some of the Indian councillors would have led them safely over the map, and that they would have seen the vital importance of direct connection between the water-gate of India and the main strategical points. The line to Allahabad is scarcely of more moment than the direct line to Delhi; both together taken with the great trunk running to Peshawur and the road south to Kurrachee form literally the framework of the railway system, considered from a military point of view; and they are equally important from a commercial point of view—Bombay claiming pre-eminence as a military and commercial port. The Indus Valley is, in one sense, a separate and independent source of strength to both interests, the transverse line from Ajmere to Khundwa is an useful auxiliary, but neither the one nor the other nor both together afford compensation for the loss of the direct route to the North-West. The effect of the Duke's decision is to sacrifice imperial interests of the highest magnitude, and promote interests more or less sectional and not imperial.

Except the mistaken preference shown to the transverse line from Ajmere to Indore, which is a hindrance to trade going through Bombay and a tax on the consumers, we cannot object to the selections made by the Secretary of State. The Indus Valley has long asked, cried aloud for a complete railway;—by the way here is an example of how the rail can beat the stream. For purposes of commerce as well as purposes of defence a complete road from Kurrachee to the Punjab was essential. Nor do we object to the arms flung out from Agra and Delhi to Ajmere and the Salt Lake—very sensitive is Government on the subject of salt, and these are to a considerable extent salt railways. They will, however, serve many other purposes—the trade which goes via Calcutta among them. The railway from Kulburga to Hyderabad will furnish an easier access to the cantonment at Secunderabad which we maintain in the territory of our "faithful" ally or feudatory, the Nizam; and it may fairly be supposed to impart a stimulus to trade with that populous city, and through the crust of its relative isolation. We do not dispute the fact that all these are good projects, but we lament the blindness which could not see the wisdom of a direct road from the sea to Delhi. Should the Suez Canal prove to be successful, something more than a work whose fate is destined

To point a moral and adorn a tale

of magnificent ideas which bear little fruit, the Secretary of State will be compelled to review his off-hand decision, and recognize the full value of Bombay as *the* Indian port; But we must be just to the Secretary of State he is amenable to Manchester;—he understands that cotton is king;—and he provides for cotton. The two cotton railways—from Ahmedabad to Veerumgaum and from Carwar to Hoobles—are magnificently conceded. Both these projects we have long supported, but how strongly they contrast with the Duke's disdain for the idea of direct communication with Delhi! In saying this, bearing in mind what we have written, no one will suspect us of sneering at or underrating either. Far from it. The Veerumgaum extension is a prudent, proper, business-like investment; while the road that is to connect the port of Carwar with the Southern Mahratta States is only the first strand of a network which has an imperial stamp. The concessions made to Madras are only what her interests deserve. Besides, Madras is remarkable for economy, and is on that ground also entitled to her share in the new lines. We may here mention that the Secretary of State is silent on the subject of the proposed link between Dhoond and Munmar, the value of which is so manifest to the Supreme Government. Has the Duke reserved his decision, or does he regard the line as properly a branch of the Great Indian Peninsula, and included among those which are to be constructed by companies on the new terms? If we have been rightly informed, however, the G. I. P. did not consider this line as essential to their interest even under the old conditions. What will they say to the new? We may also observe another hiatus in the despatch. The Duke says nothing of the proposed break of gauge. Are we to infer from his reticence that he requires further information, or that the Council, daily in contact with the effects of break of gauge on England, is divided in opinion on this extremely important question? It is true that there was no immediate pressure for a decision, as all the sanctioned lines, except that to Hoobles, which comes within the doubtful category, will certainly be made on the Indian gauge. We submit, however, that the whole subject demands the most careful attention, and the silence of the Duke may be regarded as a hopeful sign that the minimum of inconvenience and future cost will be inflicted on Indian trade and the Indian exchequer.

With the general principles that are to govern the new enterprises we cordially concur. The State must come in as a constructor, and as a sharer, in a larger degree than has hitherto been the case, in the control, and have larger powers over the lines not made by itself. The guarantee system cannot well be brought to a violent end, but it may be materially modified in the interest of the State. The closing paragraph of the Duke's despatch affords some consolation, though it is like a promise to pay not backed by adequate security. Nevertheless a Secretary of State in Council has accorded a general approval to the scheme elaborated at Simla by men familiar with all India, except Bombay, and not unmindful of her value as an imperial city, and has affirmed that, regarded as a whole, the arrangements proposed "are well adapted for providing in India, gradually, regularly, and with all advisable rapidity a fairly complete system of national communications." That record of official opinion will stand, and we hope that on reflecting over his sentence in judgment, the Secretary of State, or some successor, will revise his opinion on the vital limb of the scheme—a direct route from here to Delhi—at an early date. So long as the construction of that line is deferred the imperial system of railways in India will be essentially defective.

THE "Mirror" states that Baboo Keshub Chunder Sen contemplates going to England early next year.

WE print on the fourth page the report of the Municipal Committee appointed to consider how the present system of checking and auditing the municipal expenditure might be improved.

ACCORDING to the "Indian Volunteer Gazette," a Simla print, "Sir Richard Temple is at present at Simla." We were only aware of one Sir Richard Temple—the Finance Minister, who certainly is not at this moment in India.

IT appears that the Secretary of State has authorized the grant of an allowance of £600 per annum, or Rs. 500 a month, for the maintenance and education in India of Alamayo, Theodore's son.

LIEUTENANT P. BROWNE, 2nd Belooch Regiment, left for England by last mail, on two years' furlough, on medical certificate. Lieutenant Alexander Wood, of the Staff Corps (son of Captain Wood, Agent Sind Railway,) succeeds to the appointment temporarily vacated by Lieutenant Browne.—*Sind News.*

IT is a pleasure to hear from Hydrabad that all is going on right. The Council of Regency acts in perfect accordance with the wishes of the Supreme Government as interpreted by Mr. Saunders, the Resident. Sir Salar Jung is inaugurating innovations of the most salutary kind.—*Bangalore Herald.*

A DEPUTY MAGISTRATE in Bengal has lately been degraded, says the "Pioneer," for sending in fictitious returns of the examination and discharge of witnesses. It seems this officer was accustomed to discharge them punctually enough in the first instance, but only to summon them again and again later on.

MR. E. COLVIN is appointed to officiate as Magistrate and Collector of Bareilly; Mr. H. D. Willock in the same capacity at Boolundshuhur; Mr. C. W. Moore at Etawah; and Mr. Joseph Sladen at Azimgurh. Mr W. W. G. Cornwall is appointed to officiate as Superintendent of Dehra Dhoon.—*Pioneer.*

How often is it necessary to contradict the report about "the fall" of Herat? A fresh contradiction has been turning up in the press every few days for the last month or two, and the "Indian Daily News," received yesterday, reiterates it with an air of authority. One denial might have sufficed for a report which never seemed to have any good foundation.

THE "Indian Economist" (remarks the "Pioneer") will be a powerful advocate, but an unsafe judge. It is a work to be respected and suspected. Sound and dangerous views appear in it side by side, and both are expounded with the same ability and conviction. We foresee that the "Indian Economist" for good and for evil will become a power in the State.

THE "Delhi Gazette" hears that Captain and local Lieutenant Colonel Hastings, of H. M.'s 1-6th Regiment at Rawul Pindee, is likely to succeed to the command of the garrison of Attock on the departure of the present incumbent, Brevet Major Radcliffe, of the 88th Regiment, with his regiment for Bombay during the approaching cold season.

A 22 ROYAL ARTILLERY, commanded by Captain Manderson, now stationed at Jutog, has been ordered to march so as to arrive by the 15th November at Umballa where a trial is to take place between the 7-pounder steel guns of the former battery and the 9-pounder Armstrong's of D battery A brigade Royal Horse Artillery, which is to be halted at Umballa 'en route' to Sealkote, for the purpose of carrying out the experiment.—*Mofussilite.*

WE append the telegram received from England in regard to the Albert Life Assurance Company, as published by the Calcutta Agent:—"Suspend payment. Receive premiums on behalf of the provisional liquidators who have been authorized by the Court of Chancery to receive the same, to be returned in full on the 1st of January if no reconstruction or arrangement with another company be effected. Will policy-holders in India name some Indian policyholders here to confer with the shareholders by next mail?"

WE observe that the Madras Commander-in-Chief has notified that articles which may be exhibited at the forthcoming Soldiers' Industrial Exhibition at Madras will be received and allowed to compete for prizes subsequently at the Agra Exhibition in January next, and that in order to allow convenient time for the transport of such goods from Madras to Agra, the Madras Exhibition will be held in the last week in November, instead of December as originally arranged. We presume many of the articles exhibited at Poona will also find their way to Agra. Bombay, it is to be hoped, will be up to the mark at the general exhibition.

THE Calcutta papers find it necessary, after certain surmises they made, to explain that "Mr. Swinhoe, the late chairman of the Port Canning Company, has not gone to Bombay," but had left Calcutta for a few days on a visit to his property in the Soonderbuns, a movement which was construed into a flight to Bombay for purposes foreign to the interests of the Company. One of the papers asserts that Mr. Swinhoe "has no intention of creating any division among the shareholders of the Port Canning Company," but resigned his seat at the board, because his views regarding the management of its affairs did not coincide with those of the other directors.

IN another column will be found an account taken from the "Pioneer" of the preliminaries in a case of some interest now pending before the Benares Court. We allude to the action against Moulvie Masseeh-ood-deen for Rs. 20,000, instituted by a lady whom he married in England, and whom he afterwards deserted and divorced. When the queen-mother of Oudh went to England to appeal to Her Majesty in person against the annexation of Oudh, she took with her one Masseeh-ood-deen (the defendant in the present suit) whom the "Standard" of the 14th April last styles "Prime Minister," dubbing him at the same time a "Mahomedan noble." While in England Masseeh-ood-deen contracted a marriage which was thus announced in the London "Times" of the 30th August 1860:—

"On the 2nd instant, the Moulvie Masseeh-ood-deen, K.B., the ex-Minister of Oudh, to Clara J. Bilk, the second daughter of the late Wm. Bilk, Esq., and grand-daughter of the late Wm. Bilk, Esq., of Martinstown, at the residence, Oxford Terrace."

The K. B. in the above announcement the "Pioneer" takes to mean Khan Bahadur, the title His Excellency (so styled) assumed in England. The nature of the case is apparent from the deposition of the plaintiff and the rejoinder of the defendant. The latter is at present in the service of the ex-Nawab of Tonk. He seems to have a partiality for the service of princes retired from business.

THE CHINA MAIL.

[BY INDIAN TELEGRAPH.]

GALLE, 22ND AUGUST, 8 A.M.

THE steamer Emeu has arrived. She left Hongkong on the 5th, Singapore on the 13th, and Penang on the 15th August.

No news of importance.

The war in Japan is over. The army and navy are on their way home.

The embankments near Kewkiang have been swept away by the river: much life and property has been destroyed.

MILITARY LETTER.

(FROM OUR OWN CORRESPONDENT.)

LONDON, 30TH JULY.

CONSIDERABLE excitement has been caused among the few people who have been driven out of London by the heat of the last few days, or been drawn towards the southward by the charms of Goodwood, by the sudden announcement in the *Constitutional* that the French army had been reduced by 50,000 men. On investigation it is evident, however, that the announcement was much exaggerated to those who understand the composition of the French army. Instead of 50,000 the contemplated reduction will affect only 36,000 men, and of these 18,000 would be as a matter of course relieved from duty in October, so that the vaunted reduction of the French army, which has been taken up by some of the journals here as an augury of the approach of a millennial peace, is really only the premature discharge of 18,000 men. About 18,000 men of the French army in October will be, not only entitled, but ready to take their furlough on condition of being available for duty in the Reserve in case of need. These are to be dismissed from the ranks, while it is also intended at the same time to give furloughs to 18,000 men who have still to complete the one year of service necessary to qualify for furlough. This is the whole result of the great reductions in the French army, which for a whole day have been treated to all the honours of capital type and leaded out announcements in the London papers.

It is nearly fifteen years since the accounts brought home from the Crimea of soldiers starving into mortal disease from the mere fact that they were distant a few miles from their vessels, and that the administration of the army possessed no means to transport food and supplies over that distance of a few miles, roused general sorrow and indignation in England. All that good-will and earnestness could do was done at the moment, and hurriedly; and at a lavish expense many measures were taken to provide for the feeding and supply of the army. As there was a failure in the delivery of food, the Commissariat Department was strengthened; as the hospitals had broken down, a special department, named that of the Purveyor, was rapidly instituted, which was to have the sole care of hospital stores and hospital accommodation. At the outbreak of the Crimean war there was no organized transport, for the long peace which had endured had allowed men to forget the transport trains, which one man by his own energy had created during the Peninsular war, and which had been reduced as unnecessary on the conclusion of peace. A transport train was accordingly hurried together, and was even retained after the army returned from the East. In Balaklava there was confusion and turmoil—the stores sent thither with lavish profusion from England were neither properly stored nor consistently arranged: it was therefore necessary to form a store department for their special custody. These various departments were each no doubt good individually, and each did its work diligently during the latter year of the war; but they all possessed a common fault. There was no sympathy or connection between them. The result was that not only did they jar, but they worked often at cross purposes and always at an extravagant cost. By some means or another, and, propped up by a lavish expenditure, somehow or other they pulled through the Crimean campaign, and the various departments instituted in the Crimea were brought home with the army and were incorporated in the regular establishments of peace. It was soon found that they could not work in consonance; it was also quickly perceived that as each separate department had a separate staff, which had not work enough for all its duties, and as the work of much of each staff consisted in corresponding with the staff of a coexistent department, much waste of public money ensued. It was evident that economy would be obtained if these departments of supply, to which when at home it was found necessary to add a barrack department, could be amalgamated under one head with the transport department. A committee was accordingly appointed under the presidency of Lord Strathnairn to consider the details of such an amalgamation; and after a long and searching investigation the committee recommended that the whole of the departments for the supply and transport of the army should be placed under the direction of a new officer, to be called the Controller, and be merged in a Control Department. Such an amalgamation was likely, however, to interfere with the vested interests of many, and to be a probable cause of the compulsory retirement of many supernumerary employés from the public service. Hence arose some opposition not entirely disinterested in its character, which contrived to find its safety-valve chiefly by means of the evening press. Hence for some time we heard constant complaints of the Control Department. It was denounced at one time as a plot of the Horse Guards to subvert the privileges of Parliament, at another time as a design of the War Office to snuff out the department of the Quartermaster General. The one of these reports was as absurd as the other, and soon, when the real object of the Control Department was clearly ascertained to be merely a consolidation and simplification of several existing faulty systems, all reasonable opposition to it was withdrawn. The warrant for its formation was draughted, and was submitted to the Treasury for approval previous to being issued. It is within the last month that it has been sent to Whitehall. Here an unexpected difficulty has arisen: a fear has sprung up among the Lords of the Treasury that the Control Department, partly composed of officers, will have no regard to the economy of public expenditure and will play ducks and drakes with finance. This has arisen, as it is suspected, by means of backstairs influence at the Treasury on the part of one who is supposed himself to aim at the position of Financial Controller at the War Office. Whatever may be the cause, it is certain that this is the hitch and the cause of the delay of the promulgation of the warrant which is to call the Control Department into an assured existence. As yet it is not decided whether the department is to be established, pure and simple, or whether it may not have attached to it a Financial Under-Secretary of State for War, who shall be responsible for the financial control of the Control Department, and move in the House of Commons the military estimates connected with the whole subject of the supply and transport of the army. If the latter is the alternative adopted, the official selected for the Financial Under-Secretaryship will be either the present War Lord of the Treasury, Captain the Hon'ble J. Vivian, or Mr. Stansfeld, the present Financial Secretary of the Treasury.

Towards the end of August there will be great military manœuvres in both Austria and Prussia. In the former State two corps of 30,000 men each are to start, the one from Prague, the other from Vienna, and manœuvre against each other over southern Bohemia and Moravia as if they were engaged in actual warfare. There is to be no programme of operations, and each commander is to be free to choose his new line of operations. In Prussia two great corps are also to be assembled—the one under the Crown Prince at Stettin in Pomerania, the other under General Manteuffel, the commander of 1866, in western Germany, in Prussia proper. In both of these cases each corps is to be divided into two divisions, which are to manœuvre against each other for several days. It is very different in these continental manœuvres from the field exercises usually practiced in England. Everything is done as in actual war. The troops do not move from their barracks to a field day and move home again. They are sent into the open field and depend for the period of their exercises upon tents and on such bivouacs as the villagers of the country may afford. Every department is exercised as if in the field in the face of an active enemy. The commissariat is forced to feed the troops; the other departments of supply to supply them. In the mimic engagements the ambulances are always held close at hand and ready for the wounded, ammunition is served out as if ball cartridges were being actually employed, and every precaution is observed which might be required in the mid current of a heady fight. The interest and excitement in the result which pervades all ranks, from the drummer boy to the most veteran general, is intense, as nothing is arranged beforehand; the victory or defeat of either party depends entirely on the skill of its leader or the intelligence of his staff. The contests are as keen as if the consequence of the combat would be the acquisition of a kingdom instead of merely the approval of the sovereign. In England last week an attempt was made to introduce something of the German system of manœuvre into our usually monotonous field-days. The flying column, which under Sir Alfred Horsford had marched from Aldershott to Wimbledon to take part in the Wimbledon review, was opposed on its return to camp by the troops of the garrison of Aldershott. Both sides were free to make their own dispositions. Accordingly early on the morning of the day appointed the flying column broke up from its halting place of the previous night, covered by numerous patrols and skirmishers. It is said that Sir Alfred Horsford marched so early that he would have been in Aldershott and beaten up the camp before the troops there could have been under arms, had it not been that on reaching the country near Bagshott he received a telegram from the Horse Guards to say that the Duke of Cambridge would come down by the first train to act as arbiter of the result. This communication caused the flying column to halt, and the garrison of Aldershott had time to take up a position near Farnborough. The garrison, however, had not such good intelligence as the flying column; the latter was aware of all its enemy's movements, while the former expecting to be strongly attacked on the left marched its main strength in that direction and neglected a hill which commanded its right.

This error was quickly perceived and taken advantage of by the Cavalry and Horse Artillery of the column, which made a dash upon the hill and secured it. All efforts to dislodge them from this position failed, and the move gave the column such an advantage that the Duke of Cambridge is said to have decided that it justified the column in considering that it had gained the best of the day.

Another flying column, consisting of the 7th Dragoon Guards, 1st Battalions of the 12th and 25th Regiments, 4th Battalion Rifle Brigade, with two batteries of Artillery and detachments of the Royal Engineers, under the command of Major-General H. D. White, C.B., will leave Aldershott camp early to-morrow morning, and march to the vicinity of Sandhurst, where the troops will encamp until Monday. The column will then march back to Farnborough, where it is expected that a sham fight will take place on Monday against the troops of the garrison of Aldershott.

Captain H. Pelly, R. E., Deputy Assistant Quartermaster-General at Aldershott, died at the camp rather suddenly yesterday morning. The appointment will not be filled up, as its duties will be distributed among the other officers of the Quartermaster General's Department stationed at Aldershott.

I regret to learn that, on account of serious illness in his domestic circle, Major General W. Napier is likely to resign the post of Vice-President of the Council of Military Education, which he has occupied for many years with great popularity and success.

The Boxer ammunition sent out to India from Woolwich is reported to have arrived there in an unserviceable condition, as the metallic cases of the cartridges are said to have been corroded by the sea air. A large supply of new ammunition is to be immediately sent out from England packed in air-tight cases, and a committee, consisting of Colonel Wray, C.B., Colonel Boxer, and Dr. Abel, the chemist of the War Department at Woolwich is to be assembled to consider the best mode of packing ammunition for the tropics.

No time has been lost in adopting some of the recommendations of the Court-martial Commission. One of these was that a central military prison should be established. Already arrangements have been made between the War Office and the Convict Prison Department, under which several pentagons of Milbank Penitentiary will become available as a military prison. It is expected that room will there be found for all soldiers sentenced to terms of imprisonment which are under existing arrangements carried out at Southwark, Aldershott, Weedon, and Port Clarence. An Act of Parliament will be necessary to legalise the proposed change, Milbank Penitentiary being now specially and exclusively appropriated to the confinement of convicts sentenced to transportation or penal servitude. Arrangements are also being made for a thorough redraughting and simplification of the Mutiny Act and Articles of War before next Parliamentary session.

BURMAH.

OUR correspondence from Mandalay is up to 28th July. The Political Agent's mixed court was to open on 2nd August, and Major Sladen had arranged to remain at his post in order to start the court. The firmness of our Government, and Major Sladen's influence with the King, had led his Majesty, in a happy moment, to declare that all mixed suits even may be tried by the Political Agent in his own court, and not in the Burmese courts, when the plaintiff is a Burman. In the numerous conferences which have followed the recent attempt to ignore the treaty the Burmese officials have exchanged arrogance for courtesy, being convinced that they had gone too far, and that neither their pocket nor their dignity is likely to be much affected. Everything will now depend on the conduct of the new ritual, in which Captain Strover will preside on Major Sladen's departure.—*Friend of India.*

THE LORD BISHOP.

ACCORDING to the *Sind News* the Lord Bishop of Bombay purposes to spend a large portion of the cold weather in Sind. He is expected to arrive at Kurrachee early in December, to stay there over Christmas, and to hold a confirmation, and an ordination, at Holy Trinity Church. His tour will include Hydrabad, Sukkur, and Jacobabad during January. Ten years have elapsed since an English Bishop visited Upper Sind.

THE NERBUDDA BRIDGE.

TELEGRAMS received on the 15th instant, informed us that a locomotive, and subsequently a train heavily laden with railway materials, had passed over the bridge and proceeded as far as Chindwara. We congratulate the engineers in charge of the Jubbulpore end of the line on the successful completion of the Nerbudda bridge, a work which was commenced several years ago and has been a difficult job.—*Jubbulpore Chronicle.*

THE RAO OF SEROHI

THE *Indian Daily News* understands that instructions have been issued by the Government of India to the Governor-General's Agent at Rajpootana to conclude an agreement with the Rao of Serohi to make over the management of his State for a term of twelve years to the British Government, in order that it may be extricated from its present pecuniary embarrassment. The agent has also been requested to nominate an officer of ability and experience for the post of Political Superintendent of the State.

THE BANQUET TO LORD NAPIER OF MAGDALA.

THE subscription list, we hear, is filled with the names of gentlemen holding appointments in all branches of the Government services as well as that of the bar and mercantile community. Besides His Lordship of Magdala it is most probable that the banquet will also be graced by the presence of the new Commander-in-Chief, Sir A. Spencer, who left England by the mail steamer of the 31st ultimo. Should this occur, Lord Napier, we believe, will take his farewell of Bombay by the P. and O. Company's steamer on the 31st instant.—*Poona Observer.*

DEATH OF MR. C. G. WALKER OF THE MADRAS C. S.

THE Madras papers record that Mr. Charles Grant Walker, B.A., Oxford, Under Secretary to the local covernment, died at Melbourne on the 12th ultimo. In 1862 while acting head assistant at Coimbatore he had a severe attack of cholera, to which disease his first wife then fell a victim. In the following year he married again, and in April 1866 he went home for twenty months, but ere that time had expired his second wife died in confinement, shortly after the death of their infant child. Mr. Walker returned to Madras in November 1867, suffering unmistakably from pulmonary consumption. On the 16th February last he obtained a year's leave to Australia on medical certificate. Mr. Walker was the senior competition-wallah of the Madras presidency.

CAPTURE OF A SLAVER WITH 236 SLAVES.

"We have been cruising about the coast of Arabia for the last seventy days," says a sailor friend at Aden, "in search of slavers principally. Our boats away up and down the coast and bays sixty miles distant, and ourselves chasing and boarding the dhows (slavers) in sight, 114 dhows were stopped and boarded, and I began to despair of ever taking a slaver again, (*i. e.* a dhow laden with slaves) when on the 26th May at 1 P. M. our cutter went after a fellow, which with a long glass I watched intently; she was only 14' in sight and swept in shore in the shallows. We made all preparations to prevent their escaping both by land and sea, and already she had landed fifty of her crew and slaves; this was a fatal mistake they made, the cutter was upon them almost instantly-turning one of the coves and she made a dash at the dhow without the necessity of waiting for supports to come up, and carried her without loss. The Arabs on shore began firing behind rocks, but it was too late, their forces were divided, and the Snider overhead soon brought them too. The dhow was a slaver with 236 slaves, a tremendous haul. She had a broadside gun with slugs to polish off our boat at night, and her crew were of the Zoorg tribe and bound to fight, with plenty of ball cartridge; she fell an easy prey and it has considerably rejoiced all hands after the hard work we have had and under which we were all rapidly getting played out. I am now on my road to Aden to land our dark friends; from there we go to Seychelles, then to Zanzibar, the Mozambique, and will be (D.V.) at Bombay about the end of November next."—*Delhi Gazette.*

COLONEL MOORE OF THE 108TH REGIMENT.

BELGAUM, 16TH AUGUST.

COLONEL MOORE, 108th Regiment, resigns the service from 15th August 1869. He commanded the regiment during its march from Secunderabad to this presidency in November 1867; but in the January following, on arrival at Bombay, he departed on furlough to England. He returned thence in July last, as many thought, to resume the command; but being unaccompanied by Mrs. Moore, surmises arose, which the events of a few days confirmed, that he was come merely to facilitate his retirement from the service.

In this regimental order he takes leave of the regiment:—

"Colonel Moore having tendered his resignation of the service from the 15th August, resigns the command of the regiment to Major Williams from to-morrow morning. Colonel Moore cannot give up the command of the regiment without placing on record his expression of affectionate regret at leaving a corps with which he has been associated for the best portion of his service. He was appointed to it on its first formation as the 3rd Madras E. Regiment in 1853, when he became its first adjutant; he remained with it on its formation into the 108th Regiment, and has now had the honour of commanding it for nearly six years. During the latter period he has watched its growth from a small body of 200 men to a complete regiment, and in leaving it he feels he is leaving one of the finest body of men in the service, few of whom are unknown to him either by name or character. After so long a companionship, it is difficult for him to say 'farewell.' He had hoped to have done so on parade this morning, but was prevented. In doing so now, he tenders to all ranks his best thanks for the help and assistance rendered to him from time to time during the period he has had the command of the regiment. The *esprit de corps* of all ranks, the good feeling and unanimity which always existed amongst the officers, their general attention to their respective duties, and the willing spirit of the other ranks, have made the task of carrying on the duties of command a comparatively light one.

And in now bidding all 'good bye,' he wishes all ranks all health and success in life. He shall ever retain a lively and pleasing recollection of the days he has passed in the 108th Regiment, and to hear of the regiment's future well-doing and well being, will ever be a source of pride and pleasure to him.

Colonel Moore especially desires to thank the present staff of the regiment, for the zeal and ability with which they have conducted the duties of their several departments.

Lieutenant and Adjutant A. S. Tollemache has given him particular satisfaction by the persevering, intelligent, and earnest manner in which he has conducted the various duties of his appointment.

Captain Mitchell has his warmest thanks for the manner in which he has fulfilled the duties of paymaster, as well as for the ever ready and willing assistance he has afforded him in any matter he has deemed it necessary to consult him upon. He would especially thank him for the help he has afforded him in looking after the schools and other institutions of the regiment."

Colonel Moore, under the colors of the 6th Madras Infantry, served in the China war of 1842, was present at the storming of Chingiangfoo and operations before Nankin. He retires after a service of 29 years.

Major Henry Ernest Thesiger Williams, an officer whose abilities for command need no mention, whose acts are generally their own eloquent expression, succeeds him in the command. He thus arrives in the 25th year of his service, at the head of the corps which he also has followed in all its vicissitudes, and under whose colors, if he endured hardships, he also gained some honour.

In the mutiny, 1858-59, he was its adjutant at the battle of Banda, and, in the engagement at Punwarree, was assistant adjutant general of the Saugor field division. He had previously also served from January 1852 in the Burmese war. His antecedents indeed warrant us in predicting a happy future for the regiment which he has the honour to command.

To Surgeon Calder, Assistant Surgeons O'Farrell and Johnson, he tenders his best thanks for the able and satisfactory manner in which their duties have been conducted.

To Lieutenant Justice his thanks are due for his indefatigable zeal in the conduct of the duties of musketry instructor to the regiment.

Lieutenant and Quarter Master Hughes has been but a short time under his command, but during that period has given him every satisfaction in the performance of the very important duties of his office."—*Poona Observer.*

REPENTING IN HASTE.—A young woman in Michigan has applied for a divorce after a protracted wedded life of exactly two weeks—*Boston Advertiser.*

OUR COTTON EXPORTS.

THE three ports of Western India, or Bombay, Carwar and Kurrachee, exported 1,294,291 bales of cotton last year. Although the crop suffered from drought and blight, the export was the largest ever sent, being somewhat greater than in the preceding year which again showed a considerable increase on its predecessor. The increase is likely to go on so long as Dhollera keeps above 10d. a lb. The area under cultivation was 2,165,714 acres. The export from all India in 1868-69 was 697,630,796

THE CASE OF WILLIAM JERVIS.

William Jervis was brought before the High Court on Wednesday charged with criminal breach of trust in respect of several sums of money belonging to the famine fund. Mr. Justice Turner presided. The Government advocate appeared for the prosecution; Mr. Gasper for the defence. While Mr. Jardine was examining Mr. Plowden the prisoner begged to withdraw his plea of "not guilty" and to plead "guilty" to one of the charges. The Government advocate [illegible], with the consent of the court, withdrew the other charges. The prisoner was sentenced to eighteen rigorous imprisonment.—*Pioneer.*

THE PRESENT HINDOO HOLIDAYS.

(*Mitredaya*).

We are now in a season of Hindoo holidays. In the native town especially near the site of Hindoo temples and pagodas one sees all activity, life, and festivity. From early in the morning to a late hour at night men, women, and children flock to the temples. The month of Shravan is sacred to Shiva. It contains a greater number of Hindoo holidays than all the other months put together. In some parts of the country every day of this month is a holiday. Very little of business is transacted during this time of the year. In inland towns and cities commerce remains at a stand still during the monsoon for want of roads and passages. The merchants and traders therefore give themselves up to pleasures of every sort and denomination. An evening sight near a Hindoo temple, and especially at the mundirs of Maharajas in these days is extremely curious. Males and females, young and old, in their variegated gala dresses and bedecked with the choicest jewels, flow in mighty waves from one temple to another. Hindoo ladies, in their pompously coloured garments with flowing scarlet and with garlands of flowers woven round their heads pass in a majestic manner from place to place. It is really a pity that these delicate creatures, full of youthful charms and buxom health, are allowed to be elbowed and pushed aside by the heavy crowd of people that gather there in the evening.

CORRESPONDENCE.

ANOTHER OFFENDER.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

Sir,—I notice in your issue of to-day's date a letter on the subject of the G. I. P. Railway music which the public are so favoured with at Byculla. Could the two different lines not be induced to drop their infernal din at the same time? The tomtomming and accompaniments we are nightly favoured with by the signalmen and pointsmen at the Railway Station, Parell, under the very nose of its station master, might also be omitted, and thereby afford pleasure and rest to yours, &c.,

21st August. A PARELL-WALLAH.

THE NEW BARRACKS AT DEOLALEE.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

Sir,—If any reader of your widely circulated journal could give me information on the following points, I should feel enlightened and obliged:—

1. How is it these barracks have not been completed long ago?
2. Why is it that the works had not been taken out of the hands of the present contractor after he has failed to carry out the contract?
3. If the contractor has been allowed extension of time, what is the reason?
4. When are these barracks likely to be completed, and what will become of the troops who come out in October?—Yours, &c.,

Camp Deolalee, 19th August. ENGINEER.

THE ALBERT LIFE ASSURANCE COMPANY.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

Sir,—Your contemporary, in its issue of the 7th ultimo, wrote in support of the acts of the shareholders of the "Albert Life Assurance Company," and to-day, since its affairs have been thrown into Chancery, the same journal, in defence of the Company, says—"The worst that can befall the policy-holders will be to have their money returned with interest."

I trust that policy-holders, in regard to their own interests, will elect what is thus termed "the worst that can befall them" and claim that "their money be returned them with interest." The terms of agreement between the policy-holders and the "Albert" have ceased with the notice of suspension of payment, and I trust that the former will see the necessity of protesting against their interests being transferred at will and pleasure from one company to another, as has been the practice with the "Albert." Arrangements are being made to hold a meeting of the policy-holders in Bombay in order that a committee may be formed to cooperate with the committee of enquiry at Calcutta.

In conclusion, I beg to draw the attention of the members of the Uncovenanted Service of Government to a safer institution, established for providing a maintenance for their families—I refer to the "Uncovenanted Service Family Pension Fund." In this institution the subscriber can personally look to its good management and have a voice in its government, whereas in Life Assurance Societies it is just the reverse. The last annual report of the "Uncovenanted Service Family Pension Fund" shows that it had then 140 subscribers; that 17 widows are receiving monthly pensions, varying from Rs 39 to 10, amounting in the aggregate to Rs. 283; and that the fund had up to date of last report paid as pensions Rs. 22,215. All money belonging to the fund is deposited in the Government Treasury; the balance there in favour of the institution on the 31st March 1869 amounted to Rs. 1,22,742-4-6, and Government are pleased to allow interest at the rate of 6 per cent for all balance in the Treasury.—Yours, &c.,

A POLICY-HOLDER IN THE ALBERT.

21st August.

HIGH COURT.—APPELLATE SIDE.

Thursday, 12th August.

(Before the Hon'ble Mr. Justice Warden and the Hon'ble Mr. Justice Lloyd.)

THE CASE AGAINST THE SUBORDINATE MAGISTRATE OF SOOVERNDROOG.

Mr. R. W. Hunter, Acting Session Judge of Rutnagherry, referred under section 434 of the Criminal Procedure Code, for the orders of the High Court, the record of enquiry into charge against Luxmon Dinker Bhide, mamlutdar and second-class subordinate magistrate of Soovorndroog. The facts of the case are these:—On the 10th August 1867, Luxmon Dinker Bhide (then mamlutdar, and now mamlutdar of that talooka) was informed that his head carkoon, Shitaram Bhikajee Purchooree, had accepted a bribe of ten rupees from one Myputrao Shabajeerao Dulvee. On the same date the mahalkury, in his capacity of subordinate magistrate of the second-class, proceeded to take the evidence of the two informers and three other witnesses, including Myputrao. On completing the enquiry on the 7th September 1867, he, as mahalkury, reported the result to his superior, stating that there was not enough legal evidence to sustain a criminal charge, but that, notwithstanding, suspicion attached to the head carkoon, Shitaram, in the matter. On the 5th April 1869, Shitarau, who had meanwhile been dismissed the service for reasons apart from the above circumstance, brought a complaint against Luxmon, who had meanwhile been promoted to the subordinate magistrate of Soovorndroog, charging him with forgery under sanction 469 of the Indian Penal Code, and also with an offence punishable under section 116 of that Code, in that, in the bribery case, Luxmon Dinker took the deposition of Myputrao Shabajeerao on the 10th August 1867, and on the 1st September following, finding that the principal witness did not corroborate Myputrao's statement, he (Luxmon Dinker) got Myputrao to make an amended deposition bearing date 10th August 1867, and substituted it for the first deposition, which he then and there tore up; and that he did this to the temptation of Shitaram, who was then his carkoon. As this complaint was brought against a Government officer of high position, and by a man whose dismissal that officer had been chiefly instrumental in procuring, the full power-magistrate, Mr. Vishnoo Moreshwur Bhide, determined to hold a preliminary enquiry before requiring the attendance of the accused. The magistrate thought upon the evidence that no intention to injure Shitaram was apparent; and that the tearing up of the first deposition in consequence of some contradiction crept into it and substituting an amended one in its stead, though highly irregular, did not constitute a criminal offence, since the correctness of the amended deposition was acknowledged by Myputrao. The magistrate considered that there were not sufficient ground for proceeding with the case, and, therefore, dismissed Shitaram's complaint. Shitaram then applied to the Session Judge to deal with the matter under section 434 of the Criminal Procedure Code; and he had, therefore, called for and examined the record and papers connected with the case. Most of the pieces of the alleged torn deposition had been recovered, and it differed from the amended deposition on an important point, namely, that the pawning of an ornament to raise the money for the bribe. The intent to injure another being *prima facie* apparent on the part of a high Government official, a stern necessity arose in the minds of the Session Judge for seeing what provision of the Penal Code would meet the circumstances of the case. He thought that probably a charge of attempting to commit an offence described in section 204, or at any rate a charge of misconduct under sections 426 and 427 of the Indian Penal Code, would lie. The conduct that had been imputed to a public servant, then and still entrusted with magisterial power, was of so serious a nature that the Session Judge felt bound to bring the particulars of the case to the special notice of the High Court.

Decision of the High Court.—The Session Judge to be informed that, as all the witnesses for the prosecution have been examined, the court see no reason for interference in the case. The subordinate magistrate, Luxmon Dinker Bhide, to be informed that he acted very improperly in tearing up the depositions.

OLD OFFICERS AND FANCY BALLS.

The State is burdened with old officers; from sundry employments they can be extruded at 55, and the Governor-General notifies that any one above that age shall be allowed to disport himself at the fancy ball in his accustomed uniform, instead of figuring miserably in gay colours as Ariel or Ferdinand. The bribe is enormous; but fancy the disgust of a sober parent, who in uniform had escorted his gay brood, to receive next morning a curt note asking him to show cause why he should not be retired! But we protest against such use of State festivities to relieve the finances, it is a breach of the laws of hospitality, and if even the fear of becoming a C. S. I. is powerless, it were better wait till the gentle operation of death to remove our unwelcome defenders.—*Pioneer.*

WIDOW MARRIAGE.

Some extracts in our epitome (says the *Bombay Guardian*) show that even in Bengal very little progress has been made in the matter of widow marriage. The fact is, the abuses connected with the forced widowhood of native society, spring almost all from the system of early marriages; and we do not believe that the widow marriage reform will accomplish much until the chief attention is given to this radical evil. Let our reformers take up a position of uncompromising hostility to the system of child marriage. Compulsory matrimony makes compulsory widowhood. We must confess that our confidence in the re-marriage movement has been a good deal weakened by the knowledge that some who have been very conspicuous in it are guilty of scandalous immorality. Our sympathies are with those who are striving to do away with compulsory widowhood; but let them take heed that they do not injure their own good cause by accepting the leadership of men that openly violate the laws of morality.

COURTS-MARTIAL AT POONA.

At a European district court-martial, of which Colonel J. C. Graves, C.B., was president, held at Poona, Private Michael Moran, 59th Regiment, was arraigned upon the following charges:—

1st charge.—Insubordination, in having at Poona, on the 1st August 1869, disobeyed the lawful command of No. 925 Lance Sergeant George Smith, 59th Regiment, his superior officer, in not going to his bed when repeatedly ordered to do so, by the said Lance Sergeant.

2nd charge.—Insubordination, in having at Poona, at the time and place stated in the 1st charge, used insubordinate language towards No. 925, Lance Sergeant George Smith, 59th Regiment, his superior officer, in substance and to the effect following, that is to say—"You can go to hell, you are no good."

Finding.—The court find that the prisoner No. 641, Private Michael Moran, 59th Regiment, is guilty of the 1st charge and guilty of the 2nd charge.

Sentence.—The court sentence the prisoner No. 641, Private Michael Moran, 59th Regiment, to suffer an imprisonment with hard labour for period of one hundred and twelve days (112).

(Approved and confirmed.)

At another European district court-martial, and of which the same officer was president, Private Archibald Reid, of H. M.'s 59th Regiment, was arraigned upon the following charges:—

1st charge.—Insubordination, in having at Poona, on the 31st July 1869, disobeyed the lawful command of his superior officer, in not going to bed, when ordered by the said Lance Corporal to do so.

2nd charge.—Insubordination, accompanied with personal violence, in having, at the place and time stated in the 1st charge, struck with his clenched fist on the face, No. 1043 Lance Corporal George Cook, of the 59th Regiment, the said Lance Corporal being his superior officer, and being in the execution of his office.

3rd charge.—Conduct to the prejudice of good order and military discipline, in having at the place and time stated in the 1st charge, struck with his clenched fist on the face, and otherwise illtreated No. 816 Private John Eaten, of the 59th Regiment, when the said Private went to the assistance of No. 1043 Lance Corporal George Cook, and endeavoured to prevent a continuance of the violence upon him by No. 874 Private A. Reid as stated in the 2nd charge.

Finding.—The court find that No. 874, Private Archibald Reid, 59th Regiment, is guilty of the 1st charge, guilty of the 2nd charge and guilty of the 3rd charge.

Sentence.—The court sentence the prisoner No. 874, Private Archibald Reid, 59th Regiment, to undergo an imprisonment with hard labour for a period of three hundred and thirty-six days (336).

(Approved and confirmed.)

At another European district court-martial, (Colonel Graves, president) Gunner James Regan, F-18 Royal Artillery, attached to General Depot, was arraigned upon the following charges:—

1st charge.—Insubordination, in having at Poona on the 3rd day of August 1869, used threatening language towards Sergeant William Bishop, General Depot Staff, his superior officer in substance to the effect following that is to say, "You ——bastard if you are going to confine me I will swing for you, you bloody sod."

2nd charge.—Conduct to the prejudice of order and military discipline, in breaking out of barracks when confined thereto at Poona, about 7-15 A.M. on 3rd day of August 1869, and remaining absent until about 8-45 A.M. the same date.

Finding.—The court find that, the prisoner No. 606, Gunner James Regan, F-18 Royal Artillery, attached to General Depot, is not guilty of the 1st charge.

Sentence.—The court sentence the prisoner No. 606, Gunner James Regan, F-18 Royal Artillery, attached to General Depot, to be imprisoned with hard labour for a period of 56 days.

(Approved and confirmed.)

SHIP LAUNCHES.

Messrs. Steele & Co. launched on the Clyde, 22nd July, an iron ship of the following dimensions:—Length of keel and forerake, 216 feet; breadth of beam, 35 feet 10 inches; depth of hold, 22 feet. Her tonnage is 1,328 B.M. and 1,280 register. The vessel, which was named Arethusa by Miss Ramsay, daughter of David Ramsay, Esq., Liverpool, has been built for Messrs. Miller, Hamilton, and Co., of Liverpool. She will chiefly be employed in the East India trade, and will be commanded by Captain Lamont, formerly of the ships Chippewa and Banda.

On 25th July there was launched from Mr. John Elder's Fairfield shipbuilding-yard, Govan, an iron sailing ship of 1,500 tons register and classed A at Lloyd's. She is named the Hereford, and has been built to the order of the Merchant Shipping Company (Limited), of London.

ORDERS BY THE LIEUTENANT-GOVERNOR OF BENGAL.

(*Calcutta Gazette*, August 18.)

Mr. D. R. Lyall to officiate as Magistrate and Collector of Tipperah, in the Second Grade, during the absence, on leave, of Mr. R. D. Hime, or until further orders.

Mr. C. C. Stevens to officiate as Magistrate and Collector of Shahabad, in the Second Grade, during the absence, on leave, of Mr. H. W. Alexander, or until further orders.

Mr. H. C. B. C. Raban to officiate as Magistrate and Collector of Patna, in the Second Grade, during the absence, on leave, of Mr. S. C. Bayley, or until further orders.

Mr. G. M. Currie, Assistant Magistrate and Deputy Collector of Jugutsingpore, is transferred to the Sudder Station of Cuttack.

Leave of absence:—

Mr. R. D. Hime, Officiating Magistrate and Collector of Tipperah, for two months.

Mr. H. W. Alexander, Magistrate and Collector of Shahabad, for one month.

Mr. S. C. Bayley, Magistrate and Collector of Patna, for two months.

Mr. E. G. Glazier, Officating Magistrate and Collector of Rungpore, for one month.

The Lieutenant-Governor of Bengal is pleased to appoint Mr. W. O. A'Beckett to exercise original jurisdiction in respect of all suits (whether instituted before or after the passing of the said Act) and other matters connected with immoveable property, revenue, and rent, within territory commonly known as the Bhootan Doors.

Captain J. P. Steel, R. E., Executive Engineer, Fourth Grade, resumed charge of the Hooghly Defences Division on the 4th August 1869.

Lieutenant A. D. McArthur, R. E., Assistant Engineer, Second Grade, is posted to the Ranegunge Division.

GENERAL ORDERS BY THE LIEUTENANT-GOVERNOR NORTH-WESTERN PROVINCES.

(*Government Gazette N.W. Provinces*, August 18.)

Mr. William John Rivett Carnac, Civil and Sessions Judge at Futtehpore, is appointed to be Judge of Moradabad.

Mr. William Jennings Bramly, Additional Civil and Sessions Judge of Allygurh, is appointed to be Judge of Futtehpore, but will continue to officiate at Allygurh until further orders.

Captain Patrick Carfrae Dalmahoy, Assistant Inspector-General, Railway Police, is appointed to officiate as Commandant of the Mhairwarra Police Battalion, vice Captain Frederick Arthur Currie Kuyvett, deceased.

Captain H. M. Stanley Clarke will take charge of the office of Assistant Inspector-General, Railway Police, until further orders.

The services of the Rev. W. M. Lethbridge, Officiating Chaplain of Chunar, are placed at the disposal of the Government of the Punjab.

Surgeon James Henry Loch, M.D., whose services have been placed at the disposal of this Government, is appointed to officiate as Civil Surgeon of Cawnpore.

Mr. Horace Frederick D'Oyly Moule, Assistant Magistrate and Collector at Bareilly, is transferred in his present capacity to Bijnour.

Three months' privilege leave of absence, from the 30th September next, or subsequent date, is granted to Dr. Murray Thomson, M.D., Reporter on Meteorology and Professor of Experimental Science in the Thomason College of Civil Engineering at Roorkee.

Lieutenant William Sinclair Smith Bisset, Royal Engineers, is appointed to officiate as Reporter on Meteorology during the absence of Dr. Thomson, or until further orders.

Mr. Alexander John Lawrence, Settlement Officer at Etawah, is appointed to officiate as Magistrate and Collector of that district, as a temporary arrangement.

The Reverend William West, whose services have been placed at the disposal of this Government, is appointed to be Chaplain of Chunar.

PREMCHUND ROYCHUND'S TWENTY-FIVE LAKH LOAN.

The hearing of the first of the suits by the old Bank of Bombay against several of the other banks in town whose managers attended the meeting on the 27th April 1866, when the loan of 25 lakhs was granted to Premchand Roychund was resumed in the High Court before Mr. Justice Westropp and Sir Charles Sargent on Thursday—the claim being for Rs. 1,96,620 from the Oriental Bank.

Messrs. Pigot, Scoble, and Green (instructed by Messrs. Rimington, Hore, and Langley) appeared for the plaintiffs, and the Advocate-General, and Messrs. Marriott and McCulloch (instructed by Messrs. Acland, Prentis, and Bishop) for the defence.

On their Lordship's taking their seats on Thursday morning

Mr. Justice Westropp said—In this case—of the Bank of Bombay against the Oriental Banking Corporation—the question was proposed to be put by the Advocate General to Mr. Lidderdale—"Are you not aware that your co-director, Mr. Alexander Brown, has sworn in evidence which he gave before the Government Commissioners in July last year that it was laid down as a basis of the transaction that the lenders must have ample security?" We reserved for consideration whether or not that was a proper question to be put to Mr. Lidderdale, and we have come to the conclusion that it is not a question which we can allow. In looking at it in the first place as secondary evidence of oral testimony, there are only certain circumstances under which such evidence can be received. As a broad proposition such proof is only admissible where the production of primary evidence is out of the plaintiffs' power. Subject to that remark, it may be advanced as a general rule of law, that where a witness has given his testimony under oath in a judicial proceeding, in which the adverse litigant had the power to cross-examine, the testimony so given, will, if the witness himself cannot be called, be admitted in any subsequent suit between the same parties or those claiming under them. The proceedings of the Bank of Bombay Commission certainly was not a suit between the parties now litigant before us, nor, even supposing that were not a sufficient objection, had the Bank of Bombay the power or opportunity to cross-examine Mr. Brown as to what he then said. Then if we regard the proposed question as an attempt to give in evidence, an admission made by one partner against his co-partners, we think that in this case such evidence cannot be admitted. This is not a case of ordinary partnership. The general rule, that the admission of one partner may be given in evidence against his co-partners, does not apply to a joint stock company, consisting, as it does, of a large and fluctuating body of members. A shareholder, simply as such, is not, like an ordinary partner, authorised to act for his fellow shareholders. All persons dealing with companies are supposed to know this, and to know that the management of their affairs is entrusted to a few individuals who, and who alone, have power to act for them, ("*Lindley on Partnership*," page 249.) Whether the company is incorporated or not, whether it is a chartered company, a registered company, a company merely empowered to sue and be sued by a public officer, or a company of some other description, is of no consequence whatever—the same reason applies to them all. The Bank of Bombay is a corporation. The case of *Barnes v. Pennell* (2 House of Lords Cases, 497) is a good illustration of the doctrine that a company is not, like an ordinary partnership responsible for the acts of its members. There a company was held not bound by the statements of its solicitor, who was also a shareholder in it, those statements—representations as to the flourishing condition of the company—it not being any part of his duty as solicitor of the company to make to persons buying shares. It is true that in the present instance Mr. Brown was a director of the bank, and that the directors were its agents to a certain extent. But it by no means follows that each director is the agent of the company. Directors are, as a general rule, agents collectively and not individually. But even supposing that difficulty did not exist in all cases, and were out of our way in the present case, it must be remembered that the declarations of the agent only bind the principal respecting the subject matter of a transaction when made at the same time, and constituting part of the *res gestæ*. Such declarations are verbal acts, and as such receivable in evidence without calling the agent himself to prove them. The party's own admission, whenever made, may be given in evidence against him; but the admission or declaration of his agent binds him only when it is made during the continuance of the agency, in regard to a transaction then depending, *et dum fecit opus*. Here the agency of Mr. Brown had completely ceased long previously to the time he gave his evidence before the commission, the board of directors had come to an end, the company was in liquidation, and a director was no longer an agent binding on the Bank of Bombay in his acts or declarations. There is, too, this additional circumstance—that Mr. Brown has been examined *de bene esse* in this very cause now at trial, and if the defendants had chosen to put these questions to him they might have done so. It appears they did not, and that reason conjoined with those already given is sufficient ground for our present decision not to allow the proposed question to be put to Mr. Lidderdale.

Mr. Lidderdale was then recalled and further cross-examined by the Advocate General with regard to the meeting of the 27th April 1866.

Q. It is rather an unusual thing, is it not, for a number of people to assemble at a meeting to come to a resolution without any agreement being written out?—A. Well, it is sometimes done. It was done in this instance.

Q. Then how did you come to the decision? Was it by nods and winks, and smiles, and things of that kind (a laugh)?—A. Well, I stated the case to the meeting, and that was agreed to.

Q. How? By "hums" and "haws"?—A. Well, any person could state his opinions, and if any one had dissented, I should then have concluded that he did not agree.

Mr. Justice Westropp—Then how am I to take that down—that the agreement was come to by "hums" and "haws"? (A laugh.)

The Advocate General—(to witness)—You say there was no resolution drawn up. How did you come to the conclusion that there was disagreement?—A. By their assenting to take shares in the loan.

Q. Do I understand that your recollection extends so far as that they agreed to take shares in the loan?—A. Yes.

Sir Charles Sargent—You say that there was an agreement because they agreed to take shares in the loan?—A. I meant your lordship to understand that they would not have agreed to take shares in the loan if they had not come to some understanding or agreement.

Mr. Justice Westropp—Well, perhaps you will tell us how they respectively signified their assent. How was it that Mr. Moir signified his assent? Do you recollect that?—A. Undoubtedly.

Q. Well, what did he say?—A. I cannot recollect his words, but he agreed to take 2½ lakhs of it.

The Advocate General—As to the terms of agreement your recollection is rather faint, is it not?—A. I don't think so.

Sir Charles Sargent—How did you, in the course of this desultory conversation, become aware that they assented to more than taking shares?—A. They agreed to take shares in the loan, the terms of which were stated by me and other directors.

Q. Then you mean to say that, because they agreed to take shares in the loan, they were satisfied with the terms as stated by you and the other directors?—A. Yes.

Q. How did you become aware that they agreed that you should have the management of the loan and the advancing of all the money?—A. It was proposed by one of the managers that the Bank of Bombay should finance the loan.

The Advocate General (To the Court)—Your lordship will take that down as an answer to the court, for I don't ask it. (To witness)—I believe there were six persons there on behalf of the bank, including yourself, the secretary, and solicitor, and there were six bank managers, so that really the principals of the meeting were a dozen?

Witness—Yes.

The Advocate General—Now you say your recollection is not faint on the subject. Well, does your recollection agree with that of all your co-directors as to what the agreement was?—A. I cannot say so at once unless I look over all the evidence given, but I think it does generally.

Q. Does not Mr. Brown in his evidence give very much more prominence to the fact of their being tangible security than you do?—A. I have been so informed since.

Q. Did not more than one of your co-directors state very prominently that there was a positive agreement that the jewels should be valued, and did not you, Mr. Lidderdale, in your examination-in-chief touch very tenderly on that point? You rather led us to believe, I think, that the proposal to value the jewels was negatived?—Mr. Pigot—No, he did not.

Witness—I think not.

The Advocate General here read his notes of the examination-in-chief on this point, and remarked that it touched very lightly on it and would almost lead one to presume there was no agreement to value the jewels.

Mr. Pigot submitted this was not a fair inference.

The Advocate General—Now, Mr. Pigot, don't make a commentary. It is very difficult to examine a witness and you making a running commentary all the time.

Mr. Pigot—I only said it is not fair, and I object.

The Advocate General—Well, I am not saying any thing that is unfair.

Mr. Justice Westropp—I don't think the interruption of Mr. White is necessary. He is not saying anything that is unfair.

Witness—(On further cross-examination)—I agree with my directors, Messrs Norman and Brown, in saying it was agreed the jewels should be valued, and disagree with Mr. Stewart in saying the proposal was negatived.

The Advocate General—How is it you did not state that in your examination-in-chief? Had that important term of the agreement escaped your recollection?

Witness—I was not asked the question, I think.

The Advocate General—Oh you did not state it because you were not asked the question. Well, perhaps it was your counsel that took you very cleverly over the point? (A laugh.) The learned counsel then produced the rough memorandum handed by Premchund to the meeting, and cross-examined the witness to show that it had not contained the debts to the Bank of Bombay though it had those of other banks. He then asked the witness if the memorandum was not treated by the meeting as quite untrustworthy?

Witness—I believe it was not generally accepted as entirely correct.

Q. Did they not believe it to be very far from correct?—A. The meeting could not say; they had nothing to go upon.

Q. Then to put it in another way, was it not treated as a document upon which no reliance could be placed?—A. I think it was so treated.

Q. It would represent the money to be received as 86 lakhs and that to pay 84 lakhs?—A. Yes, if the debt to the Royal Bank is 20 lakhs.

The Advocate General remarked that that (Thursday) was a dull day, but if the light fell a little more forcibly on the witness-box witness would see that the debts to the Royal Bank were "20" not "2" lakhs.

Mr. Justice Westropp—Are you in favour of the theory that it is 20?

The Advocate General—Yes, there can be very little doubt that it is so, and we can call evidence to show that it is so. Did you enquire whether it was "2" or "20"?

Witness—I did not.

Mr. Pigot—These were only his pressing liabilities.

The Advocate General—Oh, that's all gloss.

Mr. Pigot—It is sworn evidence.

The Advocate General—It is not sworn evidence even on your own side. (To witness)—Now taking it to be "20," does not that show that what he had to receive was 86 lakhs, and what he had to pay 84?—A. Yes.

Q. Now had you not in your own possession at the time the means of knowing that the statement was utterly unsound? Had you not the means of knowing at a glance that it was an utterly unreliable document?—A. No.

Q. You observe that there is no statement in it of Premchund's liabilities to your own bank?—A. Yes.

Q. And taking his liabilities to your bank to be 23 lakhs, as stated by the Commission, or taking them even to be 10 lakhs, if that is your impression from Mr. Robertson's note, would not that subvert that account altogether?—A. No, because I do not believe that is "20" lakhs put down opposite the Royal Bank. I know that this statement before us showed a large surplus of assets over liabilities.

Q. But taking the doubtful entry to be "20," his liability to your bank would have totally subverted that memorandum—whether the debt to the Bank of Bombay was 10 lakhs or 23 lakhs?—A Yes.

Q. Did it not appear to you as strange that the liability to you which was very large was not introduced into that memorandum?—A. No.

Q. Were you not surprised to find that a liability amounting at all events to ten lakhs was left out?—A No.

Q. Why not?—A. It was known to me, but I did not feel surprised. I thought the others must have known the fact that it was left out.

Q. Did you not at once say—"This is incorrect, you must put down other 10 lakhs of liabilities at least?"—A. No.

Q. Was not the object of that document to show that Premchund's assets exceeded his liabilities?

Witness—His pressing ones?

The Advocate General—All his liabilities.—A. No, that was not the object of it.

The Advocate General—I don't say it effected that; but the object was simply an attempt to show that his assets exceeded his liabilities. Now, is it not a fact that you called for a statement of Premchund's assets and liabilities generally?—A. I believe I instructed Mr. Robertson to obtain that.

Sir Charles Sargent—Do I understand you to say that you told Mr. Robertson to get a list of all his liabilities, and Mr. Robertson only succeeded in getting his pressing ones?—A. I told him to get a memorandum of his assets and liabilities generally and he only got that.

The Advocate General—Was this the list you required?—A. No; that document was what he produced at the meeting; it was the only one he was able to obtain.

Q. Then did you tell Mr. Robertson that was not the document you required him to get from Premchund?—A. Yes.

Q. Why did you not get a full statement of his assets and liabilities?—A. Because I knew it would be impossible to do so in a short time. He was dealing with so many things and so many people that it would have been impossible to have got a full statement.

The Advocate General here remarked that his object was to show the utterly untrustworthy character of the memorandum.

Mr. Justice Westropp observed that the witness had already stated generally that he considered the document generally untrustworthy.

Witness in further cross-examination as to the production of the securities said that the value was enquired into so that the other managers might know what was the value of these securities in case they might have other claims on Premchund.

The Advocate General—Like an inquiry in a suit, my lords, to know what property a man has.

Witness—The bank managers all had bills against him.

The Advocate General—Then in fact the enquiry was to get a little useful information for ulterior objects? (A laugh.)

Witness—Yes, not specially for the 25 lakh loan.

Sir Charles Sargent—Why do you say that?

Witness—Because it was in my knowledge that every bank manager present nearly was largely involved with Premchund.

His Lordship—But you say that was the object.

Witness—Of course I would have done it myself for the private purposes of the Bank of Bombay, and, as I understood, they did so too for their banks. I think it was so from what I felt myself.

The Advocate General—Are you sure it was not enquired into so that they should not advance without being sure they had security on hand for the 25 lakhs?—A. I think not.

Q. Perhaps you will go a little further and say you are quite sure that it was not?—A. No.

Q. Was not the inquiry made so that they might not give more than suffice for the day?—A. I am sure it was not.

Q. Do you mean to say the stipulation was an idle, frivolous stipulation?—A. So far as regards the loan itself I think it was. I don't deny that there was to be security by land and jewels.

Q. You don't deny the importance of ascertaining that the lands and jewels were sufficient for the advances?—A. I don't deny the importance of ascertaining that.

Q. And how was that to be ascertained except by valuation?—A. We had property to a certain value before us and had a promissory note with other names of jewels on hand, and we considered that sufficient. I don't think it was stated that the value of the land and jewels was of importance.

Q. Now was not the transaction the very reverse of what you stated? Were not the jewels the *sine qua non* and the land and the note accessory?—A. No. It could not have been so, for no one knew exactly how many jewels Premchund had.

[At this stage the court adjourned for tiffin.—The examination was resumed in the afternoon, when—

Witness said he knew that under the Act of 1863 the bank had not power to take lands as security. He was not aware that the legality of advancing on land was discussed at the meeting.

The Advocate General here read an extract from Mr. Lidderdale's evidence before the Bank of Bombay Commission stating that the legality of advancing on the security of land was discussed at the meeting, and then asked whether witness recollected saying so.

Witness—I have no doubt I said so before the Commission if that is in evidence, but I don't recollect.

Q. On calling your attention to that statement, does that improve your memory?—A. It does not. In my mind it refers to a discussion between Mr. Robertson, Mr. Kelly, and myself as to the legality of it. At about the time of the meeting I had put the question to Mr. Kelly in Mr. Robertson's presence, and it was discussed, and we took Mr. Kelly's advice.

Mr. Justice Westropp—You put the question privately then?—A. Certainly not to the meeting, but between ourselves, with regard to the Bank of Bombay.

Q. Do you mean the other managers did not hear it?—A. They may have heard it. I don't know.

The Advocate General—Were you talking in pairs at the time as you have described?

Witness—The question may have been in the hearing of the other managers, but it was not necessarily for them. They may have overheard it or it may have been put just before the meeting. Mr. Kelly did not advise us that we could get over the difficulty by taking the mortgage in the name of a trustee for us and the other banks. He advised us that by advancing on a promissory note and taking collateral security in land we did not infringe the Act. Mr. Robertson's name was certainly not mentioned in connection with any difficulty of that sort.

The Advocate General—In your examination-in-chief you said that you recollected the assignment of the jewels was to be in the name of the Bank of Bombay, but that you did not recollect in whose name the mortgage and promissory note were to be. Are you sure you have no recollection as to the latter?—A. Yes.

Q. Have you any special reason for recollecting the one and not the others?—A. I have said I recollect the one and I believe so now.

The Advocate General—It does not follow, Mr. Liddderdale, that on second thoughts you should not correct yourself and say you have no recollection of the one more than the other. Are you able to say you have a recollection as to the name of the person in whose name the assignment of jewels was made?

Witness—I am unable to say why I forget the person in whose name the mortgage and promissory note were to be made. We did not ask the Oriental, the Mercantile and the French Banks each to advance its quota when we had advanced our 10½ lakhs because these banks had balances in the Bank of Bombay and there was no use calling on them to hand over money to us which was actually in the bank already.

Mr. Justice Westropp—Why did you not quietly debit the banks with it and put them in the position of plaintiffs?

Witness—Because we never thought these banks would dispute their agreement.

The Advocate General—In point of fact you never did debit the Oriental Bank with the amount?—A. Not to my knowledge.

Q. They drew out their balances, as I believe, without your taking credit or stopping them in any way?—A. Not to my knowledge, within my connection with the bank. I ceased my connection four or five months after.

Q. Was it not the understanding that after the pressing debts of the day were settled when further money was wanted it was to be called up from the other banks?—A. There was no such understanding.

Q. Then your understanding was that the bank was to pay the money and get 10 per cent of interest if it was paid off, and if it was not paid off, then you would come on the other banks for their shares—so that the Bank of Bombay would have the benefit of the interest which was the only benefit considering the object was money-lending?—A. We would have the benefit, so far as interest went, but that would not have been much, as interest was high at the time.

Q. In other words the result of the "financing" was that the Oriental Bank could not gain?—A. They would have had a benefit, because Premchund's credit was supported. They gained no interest.

Mr. Justice Westropp—Suppose that neither principal nor interest were repaid, was there any arrangement whatever made as to the liability of the other banks for interest?

Witness—There never was such a contingency thought of.

Mr. Justice Westropp—I want to know whether there was any arrangement with regard to their paying any of the interest?

Witness—Such a thing was never thought of.

Sir Charles Sargent—In fact they merely guaranteed you against loss of capital?

Witness—Yes. In fact at the time all those banks had large balances in the Bank of Bombay.

The Advocate General—You say in short that you considered the other banks as guarantors. Is there any writing of guarantee?—A. No.

The Advocate General—Well, in your case your bank ought to be non-suited. (A laugh.) You understood the arrangement to be a guarantee on the part of those bank managers against any loss in the transaction?—A. I understood that the bank was guaranteed to the extent of the quota of each bank for the due payment by Premchund of this loan with certain conditions, such as being called on for the money when required.

Q. That was after the loss had occurred, I suppose? (A laugh.)—A. No.

One of their lordships here asked a repetition of the answer, when

The Advocate General (remarked)—Will you repeat it, Mr. Lidderdale, for I find a difficulty in grasping the idea? (A laugh.)

Witness—They guaranteed the Bank of Bombay to the extent of their quota—the money to be called for at any time, irrespective of the final out-turn of the loan.

Mr. Justice Westropp remarked that this did not tally with some of the previous answers, and read some of his notes.

Witness—Perhaps the wanting link is this ——

The Advocate General—The *missing* link, Mr. Lidderdale. (A laugh.)

Witness—The *missing* link, then, may be this, my lord, these banks all had large balances in the Bank of Bombay——

Mr. Justice Westropp—I have all that down long before.

The Advocate General—Was there any reference to the effect that these other banks had balances in the Bank of Bombay?—A. They must have known that themselves, and there was no reference to it.

Q. Do you know any reason why the Oriental Bank's amount of subscription was not debited against the balance due to it by the Bank of Bombay?—A. No. The loan was current when I left.

The Advocate General—That is a new story. A loan current, after a bill was given and that was dishonoured!

Witness—The bill was for six months, and I left in August.

The Advocate General—You know the original proposal was to have a note for six months, and Premchund asked to have it for three months, and you accepted that piece of self-denial, and gave it for three months.

Witness—We accepted that piece of self-denial as you call it, and the arrangement was to take a note for three months to be renewed if required.

The Advocate General—How can you say the loan was current when the bill was dishonoured at the end of the three months?

Mr. Justice Westropp—Was the note renewed?

Witness—That I am not aware of.

The Advocate General—Now, Mr. Lidderdale, don't you know that the second note was not given and that Premchund was insolvent?—A. No Mr. White, I don't. I was not in Bombay at that time.

Q. And you have not learned since?—A. No.

Q. Do you know if there was an application by Premchund for a renewal which was refused?—A. I think not.

Q. Did not Mr. Robertson tell you before the note became due that Premchund wished to get a renewal?—A. I don't recollect if he did so. I went home on the 9th August.

The Advocate General here produced the following letter, and witness said that so far as he knew it was correct:—

"Bank of Bombay, 1st August, 1866.

"Oriental Bank Corporation, Bombay.

"Dear Sir,—With reference to the loan granted to Premchund Roychund on 27th April last, two and one-half lakhs (Rs. 2,50,000) of which were guaranteed by you, I beg to inform you that the same fell due on 30th ult., and that no part of the said loan was then, or has since, been paid. "W. Rodger."

The Advocate General—I suppose you said a great deal at the meeting that you had no personal knowledge of; or are you that singular individual that only speaks from what he sees and knows himself?—A. I generally speak from facts. It was stated by Mr. Tracey that a deal of Premchund's debts were for cotton, and that he would give security in jewels and land. I recollect Mr. Tracey saying that Premchund was not indebted to this bank to any extent.

Q. You don't recollect saying that the loan would be for the general good?—A. I don't, but I may have said that.

Q. You don't recollect saying to Mr. Muller that for his bank it would be a safe investment?—A. Certainly not.

Q. Are you quite clear on that point?—A Perfectly.

You thought yourself that it was a safe investment?—A. I did not think

A MUSSULMAN SUED BY AN ENGLISHWOMAN FOR DOWER.

SUBORDINATE JUDGE'S COURT, BENARES.

MRS. CLARA JANE MUSSEEH-OOD-DEEN, now residing at Victoria Hotel, Benares, plaintiff, versus Moulvee Mahomed Musseeh-ood-deen Khan Bahadoor, now residing at Benares, in service of ex-Nawab of Tonk, defendant.

Claim to recover Rs. 2,000 on account of dower, according to a draft agreement dated 2nd August 1860, and Rs. 8,000 for maintenance, and Rs. 10,000 for the value of furniture, jewels, bank scrip, &c., &c., sold and expended on defendant's account. Total of claim Rs. 20,000.

Cause of action arose on the 4th March 1869, when the defendant, in his deposition before the Deputy Magistrate of Benares, stated that he had divorced the plaintiff.

The defendant went, on behalf of the ex-King of Oudh, to England in 1857. The defendant married the plaintiff, according to Mahomedan law, on the 2nd August 1860, in England; and a draft agreement was written between the parties, defendant thereby stipulating to pay plaintiff Rs. 2,000 *as mehar*. Since then the plaintiff and defendant lived together as husband and wife, for a period of three years, in different parts of England. In the month of November 1863, defendant left England for Medina, and thence proceeded to Hindoostan. Plaintiff was left quite destitute in England for five years and a half, during which time plaintiff's personal property, such as detailed below, was sold—some in satisfaction of decrees against the defendant, and the remainder for plaintiff's maintenance and passage out. Plaintiff came out in search of her husband, and arrived in Calcutta in in December 1868, and after remaining some days in Calcutta came to Benares, where she found her husband. During her residence in the Victoria Hotel, plaintiff was visited by her husband several times; but plaintiff, getting no pecuniary assistance from defendant, prosecuted him under the Criminal Procedure Code for maintenance, before the Deputy Magistrate at Benares, on the 4th of March 1869. The defendant, in his deposition before the Deputy Magistrate, stated that he had divorced plaintiff, which has given plaintiff the present cause of action. Plaintiff, being unable to pay stamp duty, as she has nothing but the following property, viz., a gold ring, value Rs. 25, couch Rs. 10, wearing apparel Rs. 150, worth altogether about Rs. 185, is therefore compelled to use in *forma pauperis*, under section 300 of Act VIII. 1859, and prays that a summons may issue against defendant, and a decree be given in her favour, with interest and costs. The documents relied on in support of the claim will be filed hereafter with the permission of the court.

Clara Jane Musseeh-ood-deen, the plaintiff, deposed—I was married to the defendant in August 1860, in London, according to Mahomedan law. To the best of my belief the Mahomedan priest who married me was Hyder Jung Bahadoor, a native of Madras. Since then defendant and I lived together as husband and wife in different parts of England. In November 1863, defendant left England for Medina, in Arabia, and thence proceeded to India. I was left destitute for 5½ years. I supported myself during these 5½ years partly by the sale of the remaining portion of my property, and partly by pecuniary aid granted me by friends and relatives. I claim Rs. 8,000 as maintenance for those 5½ years, which the court will find to be at the moderate rate of Rs. 120 per mensem, although, when in London, my husband lived in such style, and with so much extravagance, that his expenditure probably exceeded Rs. 1,000 per mensem. I also claim Rs. 2,000 as the amount of dower which my husband voluntarily fixed at the time of our marriage. I also claim Rs. 10,000 as the value of personal property belonging to me, which I was compelled to part with to enable myself to pay the debts of my husband and to meet the expenses of my passage to India. The Consols, value Rs. 2,320, were my own funded property, which I possessed before my marriage, as also the furniture and plate valued at Rs. 300. The Rs. 700, the proceeds of railway stock, also represents property that I possessed before my marriage. The wearing apparel, valued at Rs. 1,000, consisted nearly all of property that I possessed before my marriage, with the exception of two or three silk dress which are probably not paid for to this day. The Cashmere shawls, &c., valued at Rs. 2,000, were actually purchased for £217. These articles did not belong to me before my marriage—they were his gift. Put my husband had no right to leave me in such distress that I should be obliged to part with such gifts to pay his debts, and provide myself with the common necessaries of life. I have documentary evidence, which I shall file hereafter, with the court's permission, to prove that I did possess the various descriptions of property above stated to the extent above specified previous to my marriage. I would add in this place, that, two or three years before my marriage, I had received an offer of marriage from a gentleman of high position in India, which I had accepted, but that for some reason unknown to me that gentleman broke his promise, and the result was an action for damages and an award of Rs. 10,000 in my favour; and it was shortly after this sum of money had been placed in the hands of attorneys at Calcutta, that my present husband thought proper to court me. I declare that at this time I am not possessed of any property beyond a gold ring worth Rs. 25, a couch worth Rs. 10, and wearing apparel worth Rs. 150, and I am indebted Rs. 180 to the proprietor of the Victoria Hotel for board and lodging.

	Rs. a. p.
Furniture and plate value	3,000 0 0
Valuable wearing apparel, including silk dresses...	1,0 0 0 0
Indian shawls, present from husband	2,000 0 0
8 per cent. Consols...	2,320 0 0
Cash in the house, proceeding from railway stock ...	700 0 0
Passage to India, lent me by a Mr. Lane, of London...	250 0 0
Total Rs.	9,270 0 0
Lent to me by Mr. Herbert Knowles, merchant and Mr. W. Jones, Rs. 350 and Rs. 300 ...	650 0 0
Due to Mrs. Murray for board and lodging in Calcutta...	200 0 0
Grand Total, Rs.	10,120 0 0

The defendant pleaded that the plaintiff was not a pauper, and requested the court to grant him four months' grace to procure evidence from England on the point, and filed in Court the following replies to the plaint and deposition:—

"1st.—The plaintiff, residing out of British India, her claim should not be admitted, without her giving security for costs: vide Sections 34 and 35 Act VIII. of 1859.

"2nd.—The plaintiff is not a pauper. She had notes amounting to Rs. 7,000, and other property worth about 10,000, which the defendant himself left with her when he left England, but it cannot be proved, in this short time, without referring to England.

"3rd.—Plaintiff's claim for dower, amounting to Rs. 2,000, is barred by limitation. Dower is a sort of loan, which becomes due at the time of divorce. July 1865 appears to be the date of divorce by the letter produced by the plaintiff, and from that date the three years, legal limitation has expired. Under these circumstances, plaintiff's petition to sue *in forma pauperis* cannot be admitted: *vide* Section 304, Act VIII. of 1859. No cause of action was re-created by the plaintiff's optional complaint in the criminal court to bring her suit within limitation.

"4th.—Plaintiff admits that the marriage ceremonies were conducted according to the Mahomedan law, and under this misfeasance is only overtaken till the time of divorce. She cannot claim maintenance for the time she admits to have lived *with* the defendant in England. She was informed of the divorce from Jedda, consequently her claim for maintenance is also barred by limitation like her claim for dower.

"6th.—Plaintiff's claim for Rs. 10,000 is also groundless, being contrary to her plaint and written statement.

"7th.—Plaintiff's statement, regarding the disposal of certain jewels, &c., on her own responsibility, without the defendant's permission, is false, and defendant's claim, is also false, and defendant is not answerable for that. She has not specified any date whence cause of action arose, consequently her claim is null and void."

The court having expressed itself as fully convinced of plaintiff's pauperism declined to grant defendant's request for a postponement. The following issues were then fixed in the case, which will come on for hearing before the District Judge of Benares on the 1st September:—

"1.—More than three years having elapsed since the date of letter, 1st July 1865, divorcing plaintiff, is the case barred or not?

"2.—By the terms of the dower-bond can the plea, that the shawls were given in satisfaction of the dower, stand good?

"3.—Can the plaintiff prove that she paid defendant's debts or not? What debts, and when paid? and if paid by her, is the defendant responsible?

"4.—Is the claim for maintenance from November 1863, the time defendant left England, to date of divorce, 1st July 1865, correct; and also from date of divorce to date of claim; and with reference of this claim is any portion of it barred by time?

"5.—Would the time run from the date of defendent's letter of divorce, 1st July 1865, addressed to plantiff in England or from the date of plaintiff's arrival in India?

"6.—Was the letter dated 1st July 1865, from Jedda, a sufficient divorce, or was it necessary to divorce three times.

"7.—Defendant states that if four months elapse after the divorce, and the wife does not lay any claim, the suit is barred by time. Is such the law?

"8.—Is the above issue affected by the circumstance that the defendant left plaintiff in England, giving her to understand that he would return; that he wrote to her during his absence that he would return; and afterwards from Jedda sending divorce; after which she heard nothing of him, but heard from Calcutta that he was dead, and did not know he was living alive or in India till about a year before her arrival in India, nor yet of his being in any particular place till her arrival in India?

"9.—Can the 4th March 1869 be considered the date of the cause of action or not?"

SAD REVERSE OF FORTUNE.

At the weekly meeting of the Paddington Board of Guardians, held on Wednesday, July 28, Mr. F.J. Prescott, banker, in the chair, the chairman stated that while visiting the infirmary he had been accosted by a pauper inmate who, a few years ago, was in possession of property worth from £60,000 to £60,000., was a good blood relation to one of the highest peers in the realm, and whose fortunes had been completely broken by the failure of Messrs. Overend and Gurney's concern. This man, who is seventy years of age, after accounting in a forcible and intelligent manner, the difference between the present and his former mode of living, and also after stating that he had met with every kindness from the workhouse officials, asked him (the chairman) to request the guardians to grant him a few indulgences beyond those accorded to the lower substratum of paupers living in the workhouse. The chairman added that such had been the gentlemanly behaviour of the man while in the house, that the master and matron had frequently supplemented the diet usually allowed by little luxuries which they had paid for out of their own pockets. After the vice-chairman had expressed his regret that the law did not allow guardians to draw a line of demarcation between the treatment of the well-conditioned and ill-conditioned pauper, the board resolved that Lord —— be written to, informing him of his relation's present circumstances.

THE CHECK AND AUDIT OF MUNICIPAL EXPENDITURE.

REPORT

From the committee appointed to consider and report how the present system of checking and auditing the municipal expenditure may be improved, to the Clerk to the Justices of the Peace for the City of Bombay.

Dated Bombay, 3rd August, 1869.

SIR,—In accordance with the request contained in your letter No. 75, dated the 12th June 1869, we have the honour to submit the result of our inquiry into the present system of checking and auditing the municipal expenditure, and the measures we recommend for the improvement thereof.

2. In pursuance of this inquiry we have held eight sittings, at which we have very carefully reviewed the valuable report of the committee appointed in 1867 "to report on the financial position of the Municipality and the Budget of the Municipal Commissioner for 1868."

3. We have also examined the books and accounts of the Municipality as now kept; we have visited the store department, and inspected the mode of accounting for stores issued to the various departments of the Municipality; we have examined at some length the chief auditor and accountant of the B. B. and C. I. Railway; and we have had the opportunity of getting important details regarding the working of the present system from Mr. Maidment, the Controller, and Mr. Noshcerwanjee Coyajee, the head accountant.

4. Regarding the report of 1867, we would observe that the sections VI. and VII., and the appendices F and G, which have formed the basis of our present inquiry, are replete with valuable suggestions and recommendations; and we feel it to be due to the authors of that report to say that, in going over much the same ground, we can but reiterate what they have so forcibly insisted upon, and express our regret that, owing to financial difficulties, and, as is alleged, the want of zealous co-operation on the part of some of his subordinates responsible for the expenditure of public money, the Commissioner has not found himself able to give full effect to.

5. In the course of this report it will be for us to particularize some of the more important points which we think have not been carried into practice. We proceed now to the subjects that appear to us to come principally within the scope of the present inquiry.

6. It will be convenient to arrange them under the following heads:—

Firstly.—The mode of preparing and submitting to the Bench the annual budget estimates of income and expenditure.

Secondly.—The mode of controlling the income and expenditure of the year within the limits of these sanctioned estimates.

Thirdly.—The mode of transacting the current business of the Municipality in its accounting and cashing departments.

Fourthly.—The mode of booking the receipt and expenditure.

Fifthly.—The mode of conducting the final review of actuals of a past year for purpose of comparison with the budget.

Sixthly.—The mode of publishing the accounts of the Municipality.

7. And we shall add a few remarks upon the store accounts and on the open question of a change in the financial year of the Municipality.

8. Preliminary, however, to the consideration of the abovementioned subjects, we must enlarge at some length on a reform involving a radical change in the whole system of municipal accounts, which reform we consider to be eminently necessary. Stated in brief it is this—instead of, as now, shaping the accounts to suit the idea of the completeness of each separate year, we propose to make the accounts follow the actuals; that is to say, that whatever is received and whatever is paid between the first and last days of the year be treated in account as the income and the expenditure of that year, and of no other year.

9. This is the principle now universally recognized in all public accounts; and if proof were needed of its obvious necessity, and the inevitable confusion resulting from a contrary practice, we refer to a report by the Committee of the House of Commons, on Public Accounts, dated July 1868, specially referring to the accounts of the Greenwich Hospital and to the question of extra receipts, of which we give extracts in the Appendix (B).

10. It is, however, but fair to those who have given much care and time to the accounts of the Municipality to say here, that it is only of late years that principle above affirmed has been fully recognized in all public accounts, and that to this day may be found lingering traces of what we must now consider a wrong system.

11. It may be well asked here how, under the reform we advocate, we propose to arrange for the information, which is undoubtedly requisite, touching the arrears for any given period, or the dues for any given period, as the accounts will only treat of actual receipts and payments as the income and expenditure of the year. We reply that, as regards the collections, the account of demands, collections, and balances must be kept in the Assessing Department only, and that when once moneys received on any particular account, having been booked by the assessing department, the accountant, for the distinction of period to which they belong must cease, and they become items of income of the year in which they are collected. As regards payments there can be no difficulty, inasmuch as the registers of fixed and fluctuating charges should show whether a particular payment is really due, and, if due, it is quite immaterial, as a matter of account, whether it is discharged in one year or another; and in a series of years it comes, to use a common but forcible expression, as "broad as it's long," the gain or loss of one year finding its equivalent in the following year.

12. The analogy of the mode in which the Government revenue is treated may show the principle clearly. The Collector has a two-fold capacity. In his fiscal capacity he is responsible to the Revenue Commissioner, whom he must satisfy that the demands of the State have been collected, or if not collected the reasons for default must be shown. In his financial capacity, he is answerable to the Accountant General, and renders to that authority a monthly account, in which every item of receipt is credited and every item of payment debited to its proper head, without any distinction of years. By the Accountant General these items are compiled into one monthly abstract for the whole presidency, which finds its place in the monthly accounts of the empire. It is scarcely necessary to observe, that it would be impossible to close the books for any given year were the accounts of that year liable to the disturbing influences of the operations of subsequent years.

13. The working of the present system of the municipal accounts may be illustrated by an example.

If any one will refer to the account of income and expenditure for 1866, published with the report of the committee of 1867 (*vide* appendix E, pages xiv., xv., xvi.), he will find an entry called "adjusting account" under the subsidiary account of "assets and liabilities" of the municipal fund, to which Rs. 5,09,092-4-11 are debited. The meaning of which is, that the sums shown as the expenditure under different heads of the account of municipal fund for that *year are not bonâ fide sums disbursed, but what, according to the scale of the year, should have been disbursed*, and which, though not disbursed, constitute a liability of the Municipality to the extent of upwards of 5 lakhs of rupees, or about one-sixth of the income of the corporation.

14. From this illustration we may observe what an element of confusion is introduced. How is it possible that the Bench can ever determine whether the receipts and expenditure of a year has been in accordance with budget limits, if at any subsequent period the figures that have been given for the purpose of that comparison may be altogether altered by a transfer from this "adjusting account?" How is it possible that any satisfactory audit of accounts so framed can ever be made, or that a reliable budget, which is to represent the real prospects of the municipal finances for any given year, can ever be laid before the Justices?

15. We have been compelled to dwell, at what may seem unreasonable length, on this preliminary subject, because it appears to us to lie at the root of much of the present embarrassed state of the municipal finances, and to be the chief cause why with the most persistent endeavours to fathom the true state of their finances, the Justices have hitherto been invariably baffled.

16. We have already said, and we think it right to repeat, that we do not consider that blame attaches to any one for the continuance of an antiquated, and now generally condemned system of account. Especially in India it is difficult to alter a system of accounts which has been once established. It is necessary, however, now-a-days that accounts should be given rapidly, clearly, and intelligibly; and it is only by adopting the principle we advocate that the affairs of a great corporation like the Municipality can be administered to the satisfaction of the public, and that there can be any hope of that effectual permanent control over expenditure which is so essential to its prosperity.

17. Bearing in mind, then, the principle that all accounts during the year must follow actuals, and treat as of that year only, we proceed to observe on the first head, viz., the mode of preparing and submitting to the Bench the annual estimates.

18. The budget must, of course, be framed on the same principle as that on which the accounts are based, and must be in precisely the same detail; it is, in fact, the ground-work of all the accounts—the starting-point to which eventually all accounts must be referred back. There will be no necessity to show distinction of anticipated receipts or expenditure of past, as separate from those of the coming year, though this information should be available, and the Commissioner when laying his budget before the Bench should be in a position to answer any inquiry as to how much of any given sum pertains to the past, how much to the coming year.

19. Under legislative enactment the Commissioner must now submit his budget in October for the year commencing 1st January, and he should be able to do so in three columns, viz.:—

1.—The actuals for the year closed on 31st December preceding.

2.—The revised or regular estimate for the current year still in progress.

3.—The estimate for the coming year.

The details of the budget for this current year, 1869, as prepared by the Commissioner, and submitted with his preliminary remarks under date 23rd September 1868, appear to be full and sufficient; and on this head, it only remains to observe that the several subordinate departments should in the first instance frame the estimates for their respective requirements, that, when thus framed, their estimates should in the first instance be scrutinised by the Controller of Municipal Accounts, (who should carefully note all demands for the service of the year which appear to him unwarranted or extravagant), and by him finally submitted to the Commissioner, who in his turn will call for such information as he may require to enable him to put before the Bench a true and faithful exposition of the ways and means of the year.

20. Subsequent modifications, in the shape of curtailments of expenditure, must of course be communicated to the officers concerned, and their responsibility, both for framing correct estimates and for strictly adhering to the provision passed by the Bench, must be strictly and sternly enforced.

21. We notice with satisfaction the Controller's efforts in this direction. His circular No. 125, of the 29th January 1869, is all that can be desired, and we can only say that after that circular, any wilful disregard of the limits of expenditure by any head of a department should be visited with the severest displeasure of the Bench, and, if necessary, the pecuniary responsibility enforced, by making the offender personally liable for the moneys so expended.

22. We give in the appendix A, amongst the forms, a budget form for showing proposed expenditure during any given year on works extending over a series of years, for which, of course, a vote is taken only for the expenditure required during the year as against the original estimate for the complete work.

23. We come now to the second head of our inquiry, viz., the mode of exercising control of income and expenditure within budget limits.

24. As regards income, that is of course so far uncontrollable, as it is subject to the fluctuations of the times; but as regards expenditure we would propose that an estimate of cash requirements be submitted monthly by the head of each department to the Controller before the beginning of each month, which should not greatly exceed the 1-12th of his annual budget assignment. The Controller should then review these cash requirement estimates, and intimate by letter to the department concerned that liberty is given to expend up to such an amount.

25. Some allowance must of course be made for unforeseen and emergent charges, and in order to provide for these, and to give an elasticity to the budget, power should be given to the Commissioner, acting in concert with the Controller, to transfer budget provision from one minor or subordinate head to another. Transfers from one major head to another major head should be admitted by the Standing Finance Committee *only*, and by them reported for confirmation to the Bench at their next meeting, in every instance before being acted upon, unless under emergency.

26. We come now to the third point of our inquiry, viz., the mode of transacting the current business of the Municipality in its accounting and cashing departments, and here we reiterate in the strongest possible terms the words of our predecessors in para. 209 of their report:—"The committee consider that in the first place the rule that all money collected shall be paid at once into the bank without delay, or deduction should be strictly enforced, and no money should be drawn out or paid, except by cheque. In other words, that the bank should be the cashiers of the Municipality, and that all moneys received or paid pass through the cashier's hands.

27. A state of chronic debt is the only possible excuse for the hand-to-mouth system under which money, as soon as collected, is or has been at once applied to stave off urgent demands on the municipal treasury, but we would fain hope that we have seen an end of a state of things such as is described in paras. 194 and 195 of the committee's report of 1867.

28. Presupposing, then, a standing balance at credit of the Municipality, we consider that the duty of cashier should be discharged by the Bank of Bombay, and that there should be a daily comparison between the department of account and of cash; that is to say, that on a sum of money being paid into the municipal treasury, the payer should take his receipt first to the assessing department, by whom it will be noted as affecting their demands; thence to the accountant department, by whom it will be entered in the day-book.

29. Similarly as regards payments. Every payment above Rs. 100 should be made by the Controller by means of cheques on the bank, and entered at once in the day-book. For payments below that sum he should keep a permanent cash-balance of Rs. 1,000, which, at the close of each day, or oftener if need be, should be made up by a cheque on the cashier to the full amount of Rs. 1,000. The Controller should, in the first instance, examine all claims against the Municipality, and if found correct and within budget limits, should pay them by cheque or cash, as the case may be, handing over the bills as vouchers to the accountant, who will at once enter the amounts in his day-book to their proper head.

30. The authorities of the bank might be asked to have a municipal counter similar to that they have for H. M.'s Treasury and the Government Savings' Bank, and a subordinate specially told off to serve at it. This would expedite municipal business, and be a convenience to all parties having money transactions with the Municipality.

31. At the close of the day the bank should depute some responsible person with the municipal pass-book to compare entries with the head accountant, who should initial the day-book in the presence of the Controller.

32. Transfer entries or transactions requiring no cash to pass in adjustment will of course be dealt with solely in the account department.

33. We come now to the fourth point, viz., the mode of booking finally the receipts and expenditure of the Municipality—on which we observe that when the day-book has been written up in the way abovedescribed, the next step is to classify the receipts and disbursements under appropriate budget headings, for which purpose, in the case of receipts, separate sheets with separate headings for each major head, and with columns for each minor head of receipt, must be prepared, and the entries in the day-book posted up therein; and for payments there should be a daily total of abstracts. The monthly totals of these forms will be the basis for the preparation of the monthly abstract of receipts and expenditure referred to in para. 225 of the committee's report of 1866, which return should be laid before the Bench monthly, and be the means of checking the progress of their receipt and expenditure.

34. From this abstract the joural will be compiled month by month, and finally the ledger, which record must keep pace with the monthly accounts of actual receipts and actual payments.

35. By the use of a transfer book, in which will be entered the book transfers month by month, the monthly abstracts will be prepared with the greatest accuracy and expedition. We consider that the monthly abstract should be ready within a fortnight of the close of a month, showing opening and closing cash-balances, and available for public information.

36. The forms to be kept in the assessing and collecting departments must be framed with a view to exhibit at a glance the demand, collection, and balance of each branch of the revenue for any period.

37. We come now to the fifth point, viz., the final review of actual as compared with estimates. Having started with the budget, and worked throughout the year against that as a basis, we now come to the final review of actuals of a year. We are of opinion that this should be done primarily by the Standing Finance Committee, directly the Controller reports that the books for the year are closed. The Finance Committee, after review, should submit a report to a full Bench, bringing to notice all excess expenditure, and the Commissioner should then explain how it occurred, or why the expectations of income held out by him at the beginning of the year have not been realized.

38. The Finance Committee should also obtain from the assessment department a report of all balances outstanding and arrears uncollected for report to the full Bench.

39. Lastly, in regard to the publication of the accounts, we observe that, in our opinion, the monthly abstracts should be published monthly in the *local Gazette* under the signatures of the Commissioner and Controller, and that the annual accounts should be likewise published annually, with the addition of the Finance Committee's attestation and the independent auditor's remarks and signatures.

40. Again, reverting to the report of the committee of 1867, we would strongly urge the necessity of relieving the Controller, Mr. Maidment, of a large part, if not the whole, of his duties as accountant and cashier. Such duties, though necessary under the superintendence of, are not the special duties of, a Controller of Municipal Accounts. The general supervision of the receipts and disbursements of the municipal fund, the control of, and a veto upon all expenditure, as well as the continuous performance of the duties of an auditor-general over all the departments and paymaster-general, are the most important of the Controller's duties; and that officer, moreover, should be able to feel that he can depend upon the support of the Bench in his endeavours to discharge his several important functions.

41. We remark here upon the absolute necessity that in all financial matters the Commissioner should work through, and not independently of the Controller.

It is in the highest degree unfair to the latter officer that any expenditure should be incurred without his cognizance, inasmuch as he is responsible to the Bench for guarding the interests of the public purse; and to expect him to do this satisfactorily if he is kept in the dark about any matter bearing upon the finances of the Municipality, is to expect an impossibility. We think that the Controller should in fact be the *alter ego* of the Commissioner in all finance matters.

It is but due to Mr. Maidment to record here our opinion, that in the face of great difficulties and discouragements, he has laboured zealously in the interests of the Bench. It would have been perhaps more to the interests of his department had he demurred and at once appealed to the Bench in every case where his position as Controller had been ignored, as the remedy would we presume have then been more promptly applied.

REAL PROPERTY OF THE MUNICIPALITY.

42. The value of the property belonging to the corporation in lands and houses has never been correctly ascertained, and never brought on to the books. We recommend that a valuation be at once made of all the real property as distinguished from the dead stock of the Municipality, and that from the 1st of January 1870, the amount so ascertained be regularly entered in the books and brought forward from year to year. Any property sold would then be properly accounted for. There should be a quinquennial adjustment of the value of all municipal property.

STORES.

43. On the subject of stores we have to observe that the present record of stock and issues to the different departments appears a good one.

It is of course necessary that the cost of all stores purchased in the market or indented for from Europe be debited to a suspense account; that as stores are consumed the value thereof be credited to this suspense account and debited against the department consuming them. The stocks to be taken annually and checked by the store registers. Departments returning stock not used to be credited with the value thereof, and the suspense account debited.

Departments receiving stock for which they are at once debited in the Controller's account—not consuming immediately, but after a long period of time—should keep their own departmental accounts of stock, charging the value consumed to the different works in progress, of which a monthly statement should be rendered to the Controller to enable that officer to make an adjustment, which he will do in the same month by means of his transfer book. On the subject of stores we refer to the valuable evidence on the subject given by Mr. Wood, which will be found in appendix C.

FINANCIAL YEAR.

44. We think it worthy the consideration of the Bench whether there should not be a change in the financial year of the Municipality from the calendar year to the financial year of the Government *i.e.*, the year ending 31st March. The reason for the change lies chiefly in the fact that annual payments are now made by Government on various accounts, such as police charges for the year, payments in lieu of assessments on public buildings, charges for water rates on public buildings, &c.; and it would be convenient to show these sums credited in the same financial year as that in which they are debited in the imperial accounts. March is, moreover, a better month for the consideration of the budget than October, and April a better time for closing the annual accounts than December, when there is a general holiday.

A short legislative enactment would be required were the change here suggested to be adopted by the Bench.—We have the honour to be, sir, your most obedient servants,

C. E. CHAPMAN.
GEORGE FOGGO.
DOSABHOY FRAMJEE.
VENAYEKRAO J. SUNKERSETT.
NARAYEN VASUDEOJEE.

ECCENTRIC RESTLESSNESS.

THERE is a painful restlessness about us now which it is difficult to account for. It seems quite impossible for people to keep quiet, and when they move the eccentricity and activity of their movements is almost appalling. The papers of last week state that two young ladies, aged twenty-two and seventeen, accompanied by their father, swam across the Serpentine one evening at its widest part. They accomplished the distance with ease, and their graceful swimming was much admired. It does not appear that their mother accompanied them, but it is to be hoped that, if young ladies mean to take to this kind of thing, they will at least be accompanied by their mothers or aunts, or some other elderly relatives, who if they cannot swim might make the transit in swimming jackets, cork belts, or other apparatus of a buoyant nature for the purposes of chaperonage. It is further stated that a gentleman has left London for Edinburgh on a velocipede. He calculates that he will arrive at his destination in six days. We trust that the calculation may prove correct; but as it is necessary to carry the velocipede up the hills, and it will only go properly on the level, we think he might have found the limited mail less fatiguing. It also appears that the inventor of a new life-saving apparatus wishes to be dropped in mid-channel between England and France and to be left to his own resources. Considering the trouble these inventions invariably give and how seldom they turn out to be of any practical use, it might be as well to make an example for once and let this gentleman have his own way.—*Pall Mall Gazette.*

A DIVORCE CASE.

MOORE v. MOORE AND LEES.

IN the Court for Divorce and Matrimonial Causes on July 27 (before Lord Penzance in Chambers) this case was disposed of.

Dr. Swabey and Mr. Tahourdin appeared for the petitioner; and Mr. Searle for the co-respondent.

The petitioner, who is a captain in the Indian army, married the respondent, who is the daughter of a solicitor, in August, 1865. They afterwards lived together on very affectionate terms at different places in India and had two children. In September, 1867, Captain Moore joined the expedition to Abyssinia, and served in that country during the campaign. His wife and children came to England, and for some time she resided with her parents. She received an adequate allowance from Captain Moore, and kept up an affectionate correspondence with him. In the summer and autumn of 1868 she was residing, first at Ryde, in the Isle of Wight, and then at Eastbourne, and then at Brighton. It was proved that she was visited at each of these places by the co-respondent, Mr. Harcourt James Lees, and that ultimately, in September, 1868, she left Brighton in his company, and has since lived with him. The adultery was not disputed, but there was a claim for damages in the petition, and the only question was as to the amount. No evidence was given as to the position in life or the circumstances of Mr. Lees.

The Judge Ordinary having summed up,

The jury found a verdict for the petitioner, and assessed the damages, at £1500. Decree *nisi* with costs.

WHAT IT IS COMING TO.

WOMEN certainly seem to be making rapid strides in their efforts to rank with men. A few days ago we heard of two women in America fighting a duel with clubs. This was unquestionably a step in the right direction, but if women mean to indulge in the duello, they should do it in a gentlemanlike way. It is therefore rather a relief to read in the papers that a duel has taken place in the neighbourhood of Genoa between two nuns. The combatants exchanged pistol shots, but no blood was shed. Of course we should be sorry if women were really to hurt each other, but if this can be avoided there can be no possible objection to their exchanging pistol shots. Indeed, one of the German papers reporting the duel very justly observes that it is a pity this expedient did not occur to Miss Saurin and Mrs. Starr, as it would have saved much valuable time. There is one thing, however, about this fighting of duels by women which must make men rather uncomfortable. No doubt in a few years' time we shall be able to meet woman on equal terms, and knock her down or shoot her if she annoys us in a regular and orderly way; but at present the "woman" movement is in its infancy. Suppose a man to be challenged by a woman, he will be called a coward if he refuses to go out, and a coward if he lifts a pistol against her; which is a serious difficulty. All we can do is to implore woman to leave us alone until civilization is sufficiently advanced to enable us to shoot her without compunction. As matters now stand, she can say to us, like the special constable in *Punch* addressing the rough, "If I kill you it's nothing, but if you kill me, it's murder."—*Pall Mall Gazette.*

AN AMUSING COMPARISON.

WE recently commented on the item of £3,368 in the Civil Service estimates for presents given by the Duke of Edinburgh in Australia and at the Cape. It will be satisfactory to the British taxpayer to learn that in other parts of the world the gifts of the English Government are somewhat less munificent. The following items appear in the Civil Service estimates, class 7:—

Cost of presents to King Masaba by Commander of H.M.S. Investigator, £2 0s. 4d.; cost of present to King Peter for care of European cemetery at River Congo, 12s. 8d. It would be interesting to know what present befitting royalty could be given for 12s. 8d. The only idea that presents itself to an undiplomatic mind is that the gift must have taken the form of a second-hand dress coat, or some article from a theatrical wardrobe. Further on in the same class the following items are given:—Entertainment of Prince William of Hesse on board Her Majesty's ship Fire Queen, £13; cost of provisions supplied for distressed Cephalonians after the earthquake at Cephalonia, £10 9s. 6d. It is again a consolation to the British taxpayer to know that the miseries of the distressed Cephalonians can be relieved for about £3 less than it costs to entertain a relation of the Royal Family at luncheon. It is fortunate that there are some Cephalonians and King Peters interspersed amid the more expensive royal princes and dukes.—*Pall Mall Gazette.*

A HORRIBLE SOCIAL SCANDAL.

A LURID and sudden light was thrown at Worship-street Police-court, on Wednesday, July 28, upon a portion of that vast and obscure machinery of vice for which there is always remunerative employment in this great city. A servant girl had got into trouble, and her companion in folly, on learning her difficulty and his, had no hesitation in naming the customary means of extrication. He produced the business circular of a woman in Soho, who makes a trade of accommodating females in want of a temporary lodging and attendance. In this circular it is said that "ladies will meet with skilful medical treatment, attention, kindness, and every home comfort, on moderate terms." The girl went to the place as directed, and learned the most serious part of the arrangement by word of mouth: "You can come as soon as you like, but if you are confined here you will never see the child. I place them in the Foundling; but most likely it will die." These words, we may be sure, were not spoken to drive away custom. If they were used, it was because they were such as most customers want to hear. Whether the child should die, or be put into that mysterious limbo referred to as "the Foundling," the one thing that could be certainly promised was that the helpless infant should never trouble its unhappy parent again. It is terrible to think of the practices to which these words point. Mr. Newton suggested a prosecution, and certainly, if we do not follow the track of crime when thus laid bare, we shall deserve the scorn not only of Christendom, but of the very heathen.—*Daily News.*

A FAIR FOR MARRIAGEABLE GIRLS.

VISITORS to London have been rather astonished by our Baby Show; but what shall we say to an annual fair for marriageable young girls? Such a show took place on the 11th and 12th of this month, and is of immemorial custom among the Roumanians. As the time for the fair approaches, the fathers whose children are marriageable collect what they can afford as a dowry. Whatever this consists of, it is packed, if possible, into a cart or carriage, and on the appointed day they all—fathers, children, and chattels—start for some trysting place, generally chosen among the western mountains of Transylvania. When the fair is opened, the fathers climb to the top of their carriages and shout with the whole power of their lungs, "I have a daughter to marry. Who wants a wife?" The call is answered by some other parent who has a son he is anxious to pair off. The two parents compare notes, and if the marriage portion is satisfactory, the treaty is there and then concluded. The young man takes possession of his wife with all her goods and chattels, and drives off merrily. If, on the other hand, the match is not equal, or for some other reason unsatisfactory, then the parents begin to cry their live merchandise once more. This is altogether a peculiar proceeding—for Roumania. As for more civilized countries, such as England and France, some severe critics might call it far too simple and too honest. A father in Roumania, wishing to marry his daughter well, proceeds to the open market, acquaints himself with the latest quotations, and, with the declared object of buying cheap and selling dear, sets about the negotiation as best he can. Fathers and mothers in the West of Europe have, it is said, the same object, though they adopt a different method of barter. We first of all begin by not admitting what we want; and then, though we end for the most part by making as good a bargain as circumstances will admit, we are apt to assert our superiority to material interests, and pretend to have been actuated in the transaction chiefly by sentimental motives.—*Daily News.*

TRIAL TRIPS OF AN AERIAL MACHINE.

FROM the *San Francisco News Letter*, of July 3, we take the following:—"An engineers' trial trip of the model steam-carriage just completed at the Avitor Works, Shell Mound Park, was made yesterday (Friday) morning in the presence of the constructing engineers, several of the shareholders of the Aerial Steam Navigation Company, a number of the *employés* of the San Jose Railroad, who happened to be in the vicinity, and of residents in the neighbourhood. The morning was beautiful and still—scarcely a breath of air stiring. All the conditions were most favourable to success. The gasometer was fully inflated at fifteen minutes past six o'clock, and the model was floated out of the building and across the race track to the open space in the centre. In six minutes steam was got up—the rudder set to give a slight curve to the course of the vessel—and the valves opened. With the first turn of the propellers she rose slowly into the air gradually increasing her speed until the rate of five miles an hour was attained. The position of the rudder caused her to describe a great circle, around which she passed twice, occupying about five minutes each time. Lines had been fastened to both bow and stern which were held by two men who followed her track, and had sufficient ado to keep up with her at a 'dog trot.' As she completed describing the second circle, a pull given to the head line, unintentionally caused the rudder to shift to a fore-and-aft position, when the model pursued a straight flight up the race-track about a quarter of a mile. She was then turned round, and retraced her flight to the point of departure; whence, being duly guided she entered the building—the fires were 'drawn'—and the first extensive flight of a vessel for aerial navigation was accomplished. The total distance traversed was a little over a mile. The appearance of the vessel in the air was really beautiful. As seen in the building, she looks cumbrous and awkward—just as a ship looks cumbrous and akward on the stocks. The change of appearance as she is circling gracefully through the air is equal to that of the same ship when seen in the water. The first moment of opening the steam-valve was one of suspense; as the vessel rose and forged slowly ahead, the suspense was scarcely dissipated; but in a very few seconds her speed increased; in obedience to the rudder she commenced to swing around the curve—the men at the guys broke into a trot, and cheer upon cheer rose from the little group. In years to come it will be something for these men to tell, that they were present at, and saw the first mile-flight ever accomplished in the grand discovery of aerial navigation.

The *San Francisco Times* of the 5th July says:—"The 8-30 A.M. train to San Jose, yesterday, carried to Shell Mound about one hundred invited guests to witness the public trial of Marriott's aerial carriage. On arriving at the scene the Avitor Works were found with door open and the carriage just coming out into the open air. The wind was blowing quite hard, and coming in gusts. It was found that it would be impossible to have a satisfactory trial out of doors. By holding on to the guys and framework in this wind caused the carriage to be severely strained, and finally it was taken back into the works. The room where it was built is quite large, resembling in construction the Mechanics' Pavilion in this city. Steam was raised and the carriage, obeying its propellers, raised several feet from the floor and started forward at rapid pace. Persons having the guys in hand stopped it at the end of the hall, and turning it round it sailed back. The party congregated cheered heartily. But the trips were not satisfactory to those having it in charge, and on loading the balloon over the machine was making quite badly. Steps were taken to the pipe leading to the gasometer, and the process of filling it up and stopping the leak was commenced. When ready and moved out for a start a large rent occurred at one of the seams near one of the propellers. This was sewed up and made tight, but on refilling the balloon it gave way several times. Finally, about